

REQUEST FOR BIDS

BID NO. R040300

CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039-7540
Ph 650-903-6324 FAX 968-5472

Page 1 of 1

Bid Due Date: 8/6/03
Bid Due Time: 2:00 PM

VENDOR NAME: _____
ATTN _____

Item	Qty	Unit	Description	Unit Price	Amount
0001	1	JOB	Shoreline Golf Links Renovation CIP 04-30, as per attached specifications and drawings.		
			No Pre-bid Conference is scheduled at this time. Bidders may contact Dave Collins, Golf Course Mgr. at 650-903-6180 for questions.		
			*****DOWNLOAD BID PACKAGE***** from Web Site at www.ci.mtnview.ca.us Click on Equipment & Services for Bid.		

Payment Terms: Net 30 or better _____
Guaranteed Delivery of _____ business days ARO
Signature Accepts City's Attached Terms & Conditions

SUBTOTAL _____
8.25% SALES TAX _____
(Pre-pay & Add) SHIPPING _____
GRAND TOTAL _____

Signature of Company Officer

Printed Name of Company Officer

Email Address _____
Phone Number _____
FAX Number _____

CITY OF MOUNTAIN VIEW
REQUEST FOR BIDS NO. R040300
INSTRUCTIONS FOR SUBMITTING BIDS

1. **Type of Reply Requested:**

- ☐ Request for Bid, Informal (fax bids are acceptable)
☒ Request for Bid, Formal, Public Opening (no faxes)

2. **Bids Due:** 2:00 PM, Wednesday, August 6, 2003

3. **Reply To:**

City of Mountain View
Attention: Chris Hartje, Supervising Buyer
500 Castro Street
Mountain View, CA 94041

or

P.O. Box 7540
Mountain View, CA 94039-7540

Phone: (650) 903-6324 Fax: (650) 968-5472

Questions: Call the person named above for questions regarding this proposal process, or call **Dave Collins, Shoreline Golf Course Manager at 650-903-6180** for questions regarding the specifications and/or requirements.

4. **Reply Format:** The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date. By signing our bid form, you are agreeing to the City's Terms and Conditions. **(Please note insurance requirements on Pages 4 and 5.)** Once notified of bid award, the Vendor has five days to send the correct certificate of insurance. Lack of a timely response is grounds for rejection of the Vendor's bid.
5. **Prebid Conference:** The prebid conference is mandatory (if required and noted on the bid form) and is for the City's protection, to ensure that vendors know the work required. The Purchasing Agent may waive this requirement if the Vendor is familiar with the work requirements and asks the City for permission to miss the prebid conference.
6. **Deviations from Bid Specifications:** If there are any deviations from the brands and/or specifications, the Vendor **MUST** note such differences, brand names,

model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.

7. **Bid Award:** The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
2. **Time of Delivery:** Time is of the essence on this purchase order. The Vendor shall deliver all goods and services by the date listed on this Agreement. Failure to deliver on time shall be grounds for termination of this Agreement.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Firm Prices:** All bids will be held firm for a minimum of thirty (30) days after the due date listed above.
5. **Year 2050 Compliant:** The Vendor agrees that all software and equipment sold to the City of Mountain View is date compliant through the year 2050. This implies that any and all software and equipment provided by the Vendor will work flawlessly when any date changes occur through the year 2050.
6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship

SPECIFICATIONS

SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

Section 1 - Summary

The scope of work includes furnishing all labor, equipment and materials and supervision necessary for renovation of certain areas of greens, fairways, tees, roughs and bunkers at Shoreline Golf Links in accordance with the terms and conditions of the bidding, these specifications and the drawings included herein and customary golf course construction methods and techniques..

The major elements of work in the base bid shall include the following: (1) The renovation of greens on Hole Nos. 1, 2, 3, 4, 9 and 11; (2) Importing fill dirt, regrading and re-sodding a major portion of the ninth fairway and importing dirt and regrading for two new tees (red and white) for Hole No. 11, to be located to the left and rear of the 10th green; (3) Importing fill dirt (as necessary), regrading, compacting and installation of sod for renovation of tees on Hole Nos. 1 (expansion of red tee), 4 (expansion of white and red tees), 5 (renovation of red tee), 7 (renovation of white and red tees), 8 (expansion of white tee), 9 (rebuilding of blue tee and white tees), 11 (new white and red tees), 12 (regrading and re-leveling the white and red tees); 13 (regrading and re-leveling the white tee), 16 (regrading and leveling the blue and white tees), and 18 (building up one side of the blue tee and re-leveling the red tee); and (4) Replacement of bunker sand in the practice area bunker and in two bunkers (right greenside and second of two right side fairway bunkers) on Hole No. 13.

There are additional elements of work included in the add alternate bid schedule, which add alternate items may or may not be awarded by the City. Add alternate items must be bid.

The contractor shall schedule its work with Shoreline Golf Links staff so that no more than one green shall be out of play at any one time. It is anticipated that only the renovation work for greens at Hole Nos. 1 and 9 would necessitate the use of temporary greens to keep these holes in play. Any such temporary greens would be installed by Shoreline Golf Links staff prior to the contractor's scheduled need for access to these job sites, consistent with the project schedule. The contractor's experience in performing work under conditions in which the holes being worked on are kept in play will be an important pre-qualification for selection.

Section 2 – Contractor Licensing Pre-Qualifications

Contractors who bid this project are to be licensed in accordance with the provisions of the "Contractors License Law", Chapter 9 of Division 3 of the State Business and Professions Code. In addition, at the time of submitting the bid, the Contractor must

have, at a minimum, either a Class A/General Engineering Contractor's license or a Class C27/Landscaping Contractor's license.

Section 3 – Contractor Experience Pre-Qualifications

As a prerequisite to bidding the work included herein, the Contractor is required to demonstrate that it has performed three or more projects involving work of a similar scope on a golf course. This requirement shall be satisfied by submitting, with the bid, a resume of projects completed, not less than three in number, describing work that has been successfully completed by the Contractor in tee, fairway, bunker or green renovations and/or golf course irrigation and drainage work.

This pre-qualification requirement is intended to insure that the selected Contractor's familiarity with golf course work will minimize damage to the course, such as that caused by vehicles and/or equipment driven over irrigation heads or in such manner as to leave tire ruts or other damage to the course. This pre-qualification requirement is also intended to insure that the selected Contractor's operations will minimize interference with play on the course, will not be a visual nuisance for the course due to substandard clean-up activities and will not irritate or alienate members of the golfing public who have paid fees to play the course.

Section 4 – Requirement for Contractor to Pay Prevailing Wages

Section 7 of the Terms and Conditions of the bidding advises that the selected Contractor will be required to pay the latest general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations. Requisite reports shall be provided to the City of Mountain View on a weekly basis.

Section 5 – Renovation Procedures

Prior to undertaking any renovation work, the Contractor shall review the scope of the work with the Golf Course Superintendent or Golf Course Manager.

In consideration of the potential for damage to adjacent turfgrass areas, the Contractor shall use the lightest equipment practicable for regrading, dirt import and related activities. The Contractor shall also consult with the Golf Course Superintendent concerning access routes to the job sites that will minimize or eliminate collateral turf damage. To assist the Contractor in avoiding collateral turf or other damage, the Golf Course Superintendent will arrange for the marking (flagging) of irrigation sprinkler heads prior to the Contractor's commencement of work on individual elements of the project, and reduction of overnight irrigation will be coordinated with the Contractor's schedule for carrying out the work elements.

Section 6 – Contractor's Equipment Storage Area

The City will provide the Contractor with a relatively level site, approximately 100' wide and 150' deep, located adjacent to the course and north of the 13th fairway, for storage of equipment and setting up a job site trailer, if and as necessary.

The Contractor shall be responsible for arranging for fencing of such site (if necessary for security reasons), removal of such fencing upon completion of the project and for maintaining the site in a neat and orderly manner

Section 7 – Contractor Start Date and Time for Completion

As soon as possible after receiving notice of the award, the Contractor shall provide the City with evidence of insurance, as required in the bidding, and, at the same time, a Contractor's Project Schedule, with start and completion dates for each of the base bid work items.

Upon approval of such insurance and such project schedule, the City shall provide Contractor with a written Notice to Proceed, providing both the start date for the work and the time of completion for the work, which shall be not more than seventy working days, with no provision for delays other than rain days which could occur in December 2003. Such rain days would normally include days or nights on which 0.25" or more of precipitation was experienced at the course and the requisite time for the rain delay conditions to clear. Rain days are to be determined, in the sole option of the Golf Course Superintendent, based on the existence of soil conditions which would present a high degree of probability of excessive turf damage and which would therefore warrant extension of the time of completion.

If awarded, the add alternate bid items are to be scheduled to occur after the base bid items and would involve a thirty-day period for completion of such work. The Contractor may, at its option, accomplish the alternate bid items concurrent with the base bid items, but, if so, the Contractor must include such alternate bid items in the Contractor's Project Schedule to be submitted prior to the start of the job.

Section 8 – Project Schedule and Sequence of Work

The City anticipates that the base bid work included in this project should begin towards the end of September 2003 and conclude no later than January 9, 2004. If awarded, the add alternate work items would provide for an additional thirty-day period for completion of such work and would extend the completion date to February 20, 2004.

The work elements that are least disruptive to play on the course are to occur early in the project when play is heavier. Conversely, the work elements which are most disruptive to play (or would require two of the holes to be set up with temporary greens while the work is going on) should occur later in the project. This is also the period of time (the month of

December 2003) in which monthly precipitation may exceed 2.0” and may render parts of the course considerably less accessible to equipment. To achieve these dual objectives relating to maintaining normal volume of play and minimizing interference with play, the City has established a sequence of work for the several bid items. This sequence of work and estimates for individual job elements are to form the basis for the Contractor’s Project Schedule. As set forth above, this schedule is to be submitted for review and approval concurrent with submission of requisite insurance documents.

The sequence of work and time estimates* are as follows:

(*Note: Estimates are for completion of work but do not include grow-in)

(1)	Removal of bunker sand and stockpiling (PG, 13G, 13F)	(1 day)
(2)	Replacement of bunker sand (PG, 13G, 13F)	(2 days)
(3)	Dirt import and regrading for tee complex at 11T	(4 days)
(4)	Renovation of tees on front nine (1R, 4R, 4W, 5R, 7R, 7W, 8W, 9W&B)	(6 days)
(5)	Renovation of tees on back nine (11R, 11W, 12W, 12R, 13W, 16B, 18B, 18R)	(7 days)
(6)	Renovation of #2 Green	(3 days)
(7)	Renovation of #3 Green	(2 days)
(8)	Renovation of #4 Green	(3 days)
(9)	Renovation of #11 Green	(5 days)
(10)	Rebuilding of #9 Green; dirt import and fairway work	(15 days)
(11)	Rebuilding of #1 Green	(10 days)
(12)	Mobilization, clean-up and de-mobilization	(8 days)
	Total -----	(64 days)

Section 9 – Scheduling of Work Once the Project is Under Way

In addition to adhering to the start and completion dates in the approved contract schedule, the Contractor shall coordinate the scheduling of the work included hereunder with the Golf Course Superintendent so that the work can be accomplished with minimal interference with play on the course. As indicated above, the Golf Course Superintendent will arrange for appropriate and necessary reduction of irrigation in and around the Contractor’s work areas. The Golf Course Manager and Head Golf Professional will rely on information in the Contractor’s Project Schedule to advise the golfing public as to which holes will be under renovation work or, alternatively, partly out of play.

Section 10 – Clean-up and Completion of Renovations

The Contractor will keep each job site neat and clean. The Contractor will also keep neat and clean all access routes to such job sites from any stockpiles that are established.

The Golf Course Superintendent shall provide oral notification to the Contractor that each of the renovation work elements is acceptable. The Contractor shall remove all trash,

debris, surplus materials and equipment from each of the renovation job sites as and when so notified.

Section 11 – Liability for Damages

The Contractor shall promptly repair, replace, restore or rebuild, as the City may determine, any areas in which the Contractor's operations have caused damage to the job site or adjacent areas. The renovation work is to involve raising grade levels (via import of fill dirt) rather than excavation. This should make the likelihood of damage to landfill gas systems extremely small. Similarly, the likelihood of damage to irrigation systems, which will be flagged before job elements are commenced, should also be very small. In the event that the Contractor's operations cause damage either to the golf course's irrigation or drainage systems or the City's underlying landfill gas systems, the City will attend to such repair and replacement as is necessary to restore satisfactory operation thereof. The City will bill the Contractor for the labor and materials costs of remedying such damage. These provisions will be strictly enforced by the City.

Section 12 – Technical Specifications for Certain Work Elements

(1) Dirt Import - The Contractor is to use and haul existing dirt, located and stockpiled at the City's six-acre site adjacent to Hole Number 17, to raise grade levels for fairways and any green surrounds or rough area. The Contractor shall be responsible for transport of such fill dirt to each of the respective job sites. Arrangements for access to such dirt shall be coordinated with the Golf Course Superintendent.

(2) Sod for Renovation of Tees - The Contractor is to furnish and install new perennial ryegrass turf on all new tee areas and most of the tee areas to be renovated. The Contractor is to obtain prior approval from the Golf Course Superintendent as to the quality of such ryegrass and the proposed method of installation. To the extent that existing turfgrass that must be stripped prior to re-leveling and compacting can be reused with acceptable results, the City may accept reuse of such turfgrass. Although this should result in some reduction of costs associated with purchase and installation of new ryegrass on the renovated tees, the City hereby waives any credit that would otherwise be appropriate in view of the supplemental benefit of a more rapid return to playability for those tees that can be renovated with existing turfgrass. The Golf Course Superintendent will be responsible for determining the acceptability of the Contractor's plan to reuse existing turf to renovate tees.

(3) Sod for Rebuilding Greens (Poa Annua Greens) - The Contractor is to use putting green sod from the Shoreline Golf Links turf nursery (on the south side of Hole No. 1) for all putting green renovation work. The quantity of such sod available exceeds the amount to be needed for new and renovated putting green areas. In any cases where it may be feasible to reuse existing green turfgrass that is to be removed, the Golf Course Superintendent will be responsible for determining the acceptability of the Contractor's plan to reuse such existing turf or, alternatively, for determining the disposition of such sod (either to the course's nursery or elsewhere on the course). Such plan would ordinarily

involve stripping the putting green sod, laying it flat on an adjacent area where it can be kept moist, and removing top dressing and greens mix, to the extent necessary to achieve new levels and reduced slopes, in two separate lifts; new green slopes shall not exceed three percent (3%) and shall be achieved by rebuilding the putting green profile, to the extent necessary with gravel, sand and greens mix prior to replacing the existing sod/turfgrass and laying it in so as to mesh cleanly. The Contractor shall coordinate any necessary addition of nitrogen to facilitate root growth with the Golf Course Superintendent.

(4) Sand for Re-leveling Tees – By scheduling the removal of bunker sand from the practice bunker and two bunkers on Hole No. 13 at the outset of the project, the Contractor will have a sufficient supply (stockpile) of acceptable quality sand for re-leveling the tees included in this project. Shoreline Golf Links also expects to have a back-up resource of similar quality sand available, should the quantities removed from the three bunkers not be sufficient for the tees to be renovated.

(5) Replacement Sand for Bunkers – Bunker sand shall be supplied by the Contractor and shall be naturally white, unbleached silica sand equivalent to Olympic No. 1, as approved by the U.S.G.A. (also known as “white trap sand”).

Section 13 – Payment Terms

Invoicing by the Contractor is to be on a monthly basis, pursuant to the Terms and Conditions of the bidding. The Contractor’s invoicing is to match the unit prices (bid item numbers for individual bunkers) listed in the bid.

BASE BID
(ITEMS 1 – 21)

LEGEND

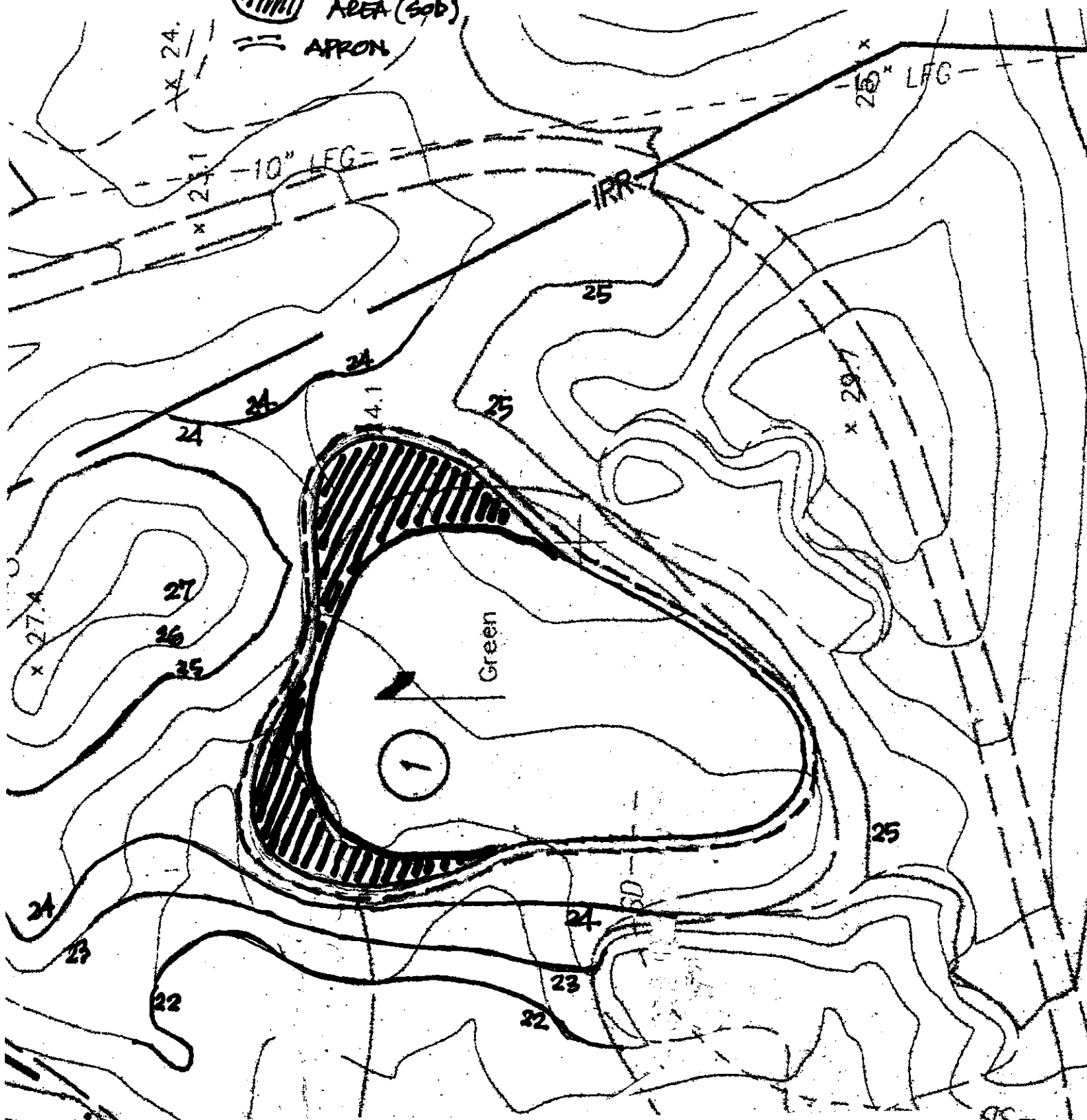
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1

22 — REGRADING/GRADING

 NEW GREEN AREA (SOD)

== APRON



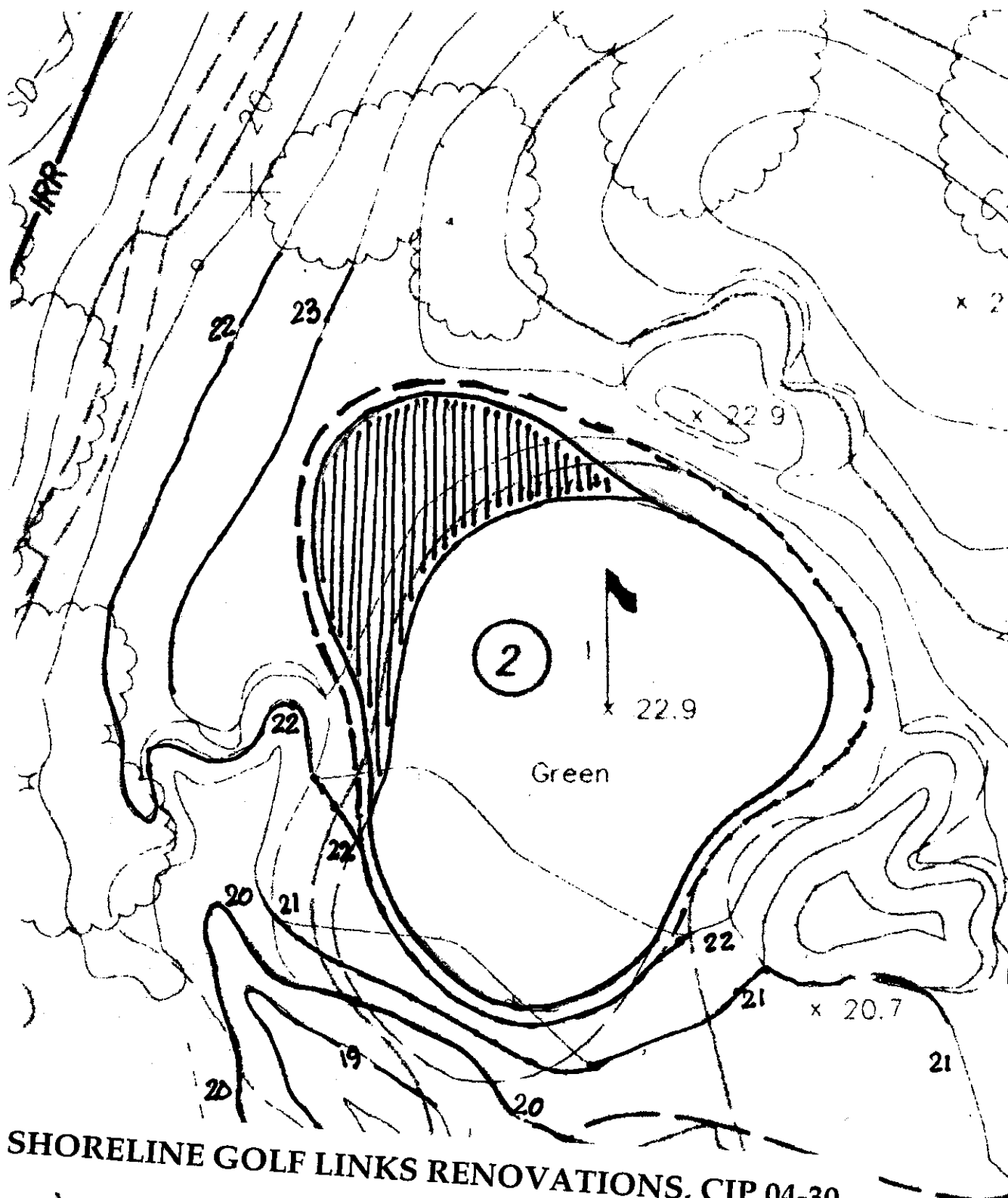
SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

SCALE: 1"=25'

2

- 22 GRADING/REGRADING
- NEW GREEN AREA (SOD)
- APRON

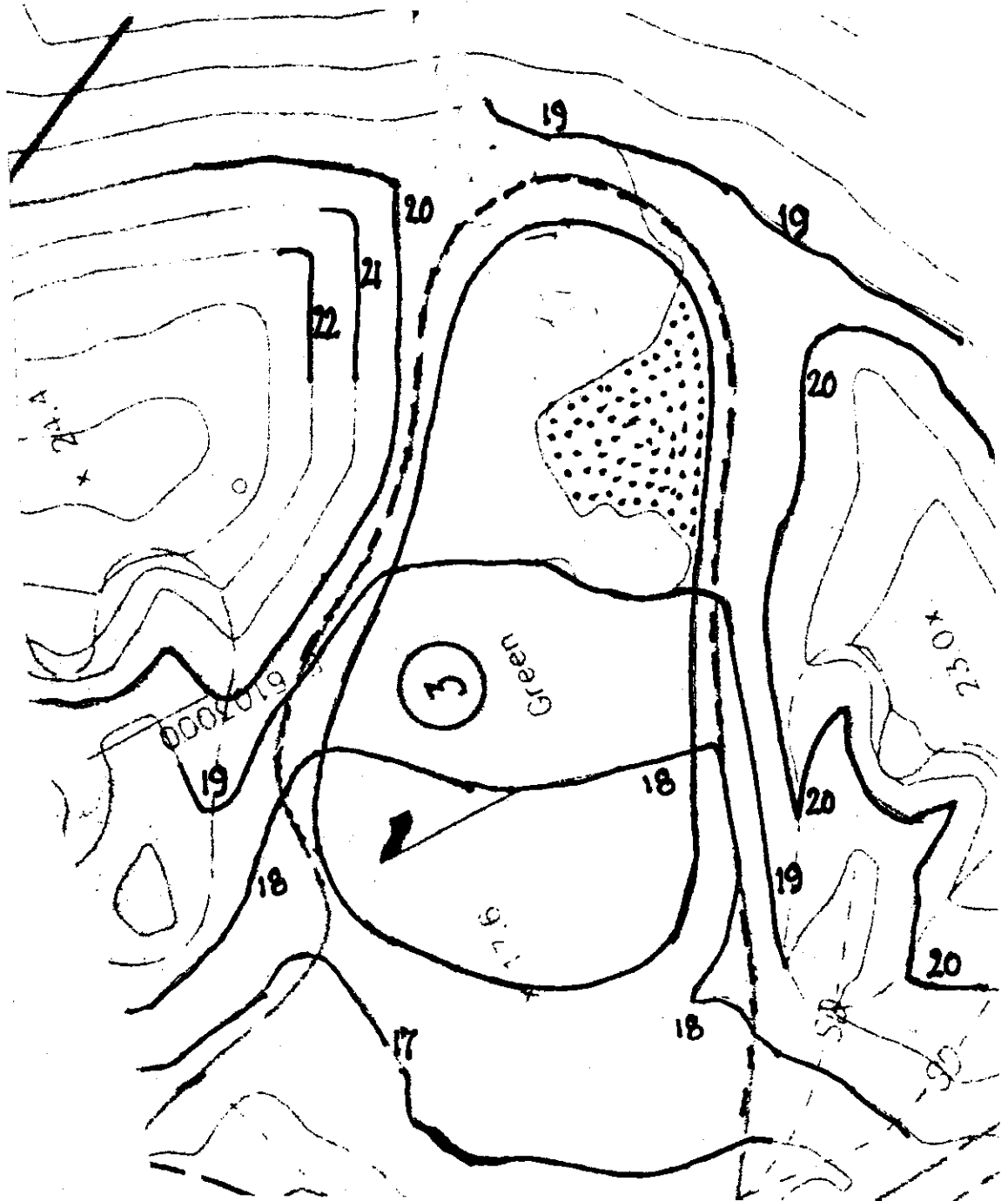


LEGEND

SCALE: 1" = 25'

3

- GRADING/REGRADING
- EXISTING GREEN
- PORTION OF EXISTING GREEN TO BE RAISED
- APRON



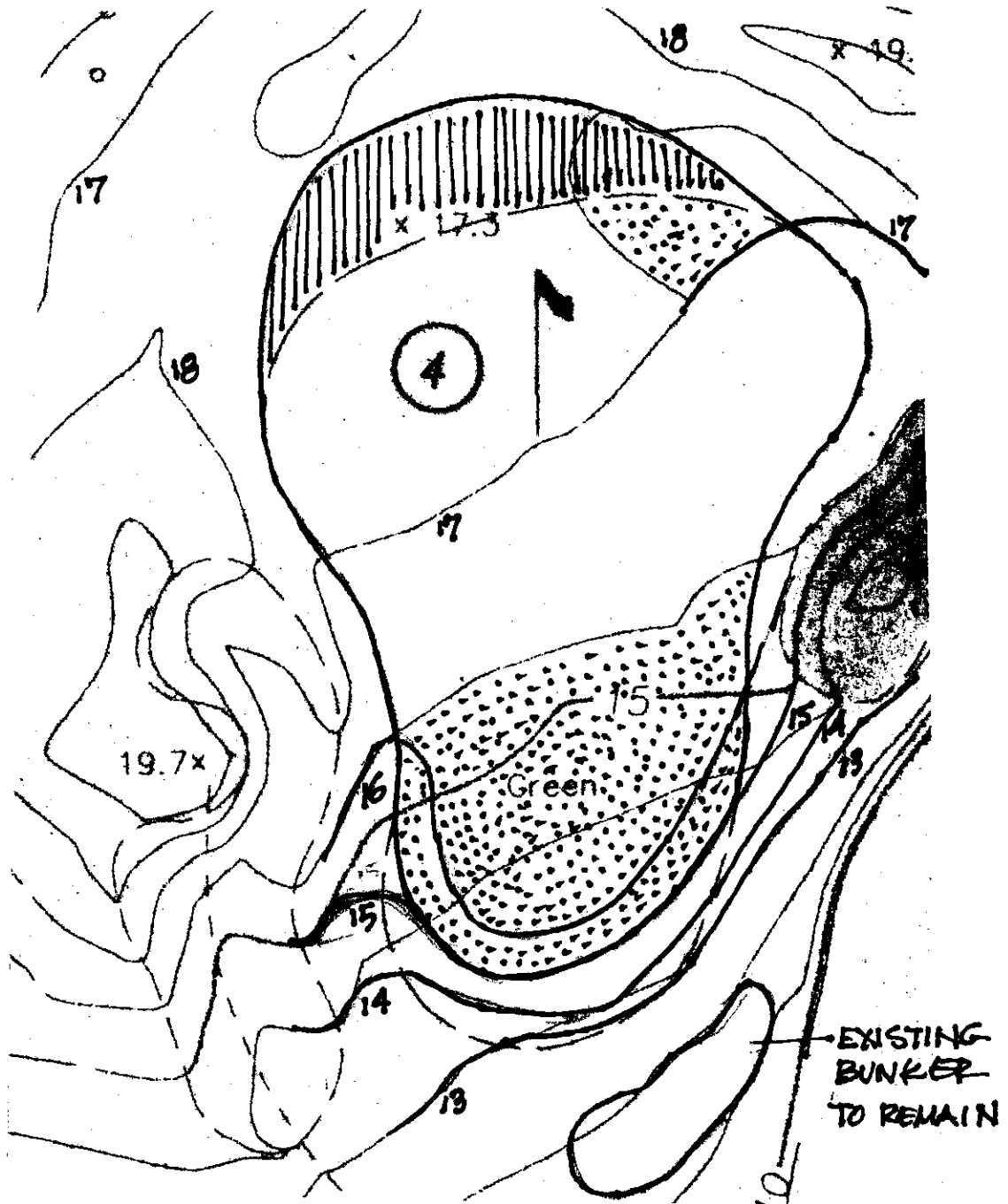
SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

SCALE: 1"=25'


4

- 17 GRADING/REGRAIDING
- NEW GREEN AREA (SOD)
- PORTIONS OF EXISTING GREEN TO BE RAISED

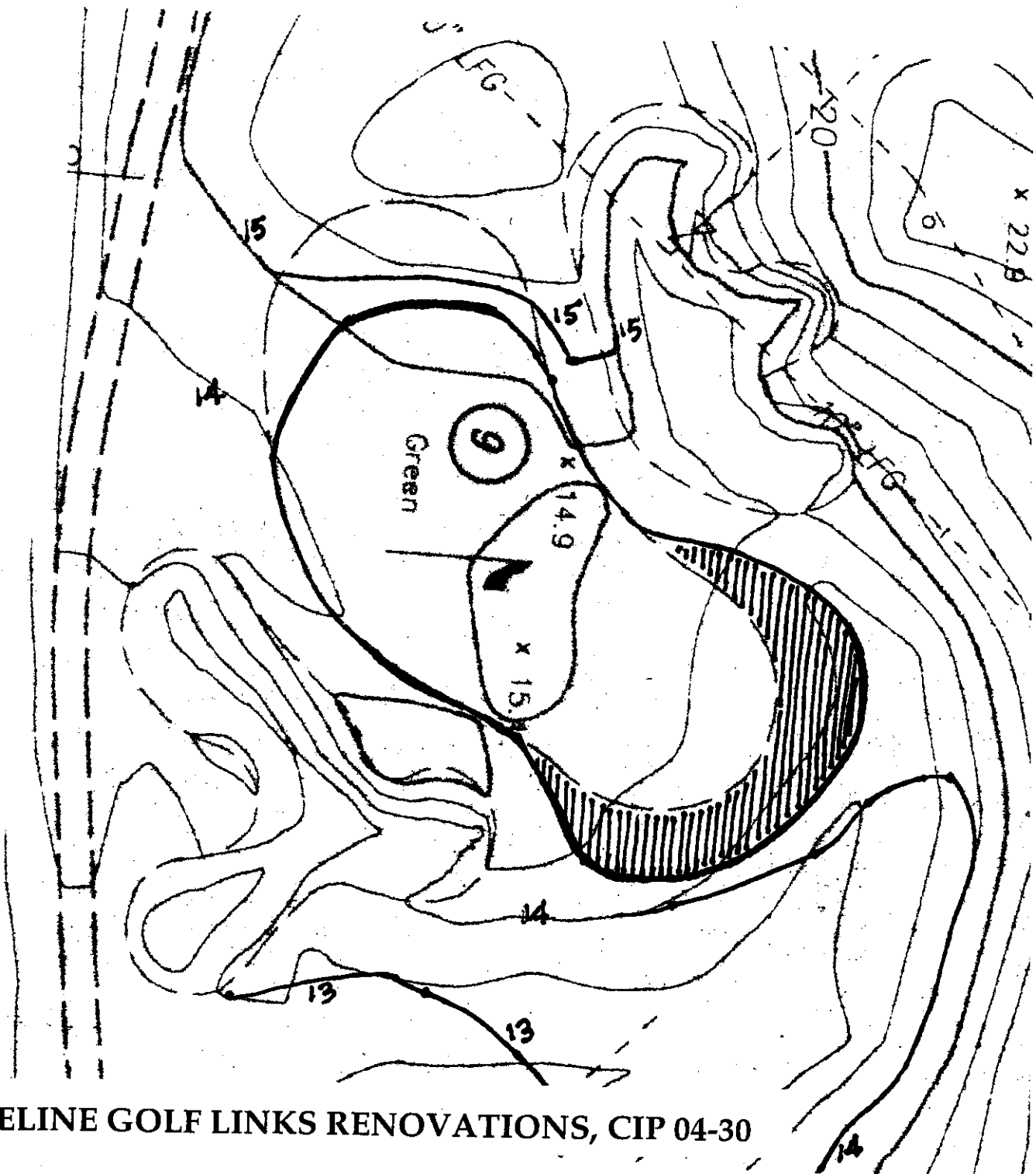


SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

- 14 REGRADING/GRADING
-  NEW GREEN AREA (SOD)

SCALE: 1"=25'



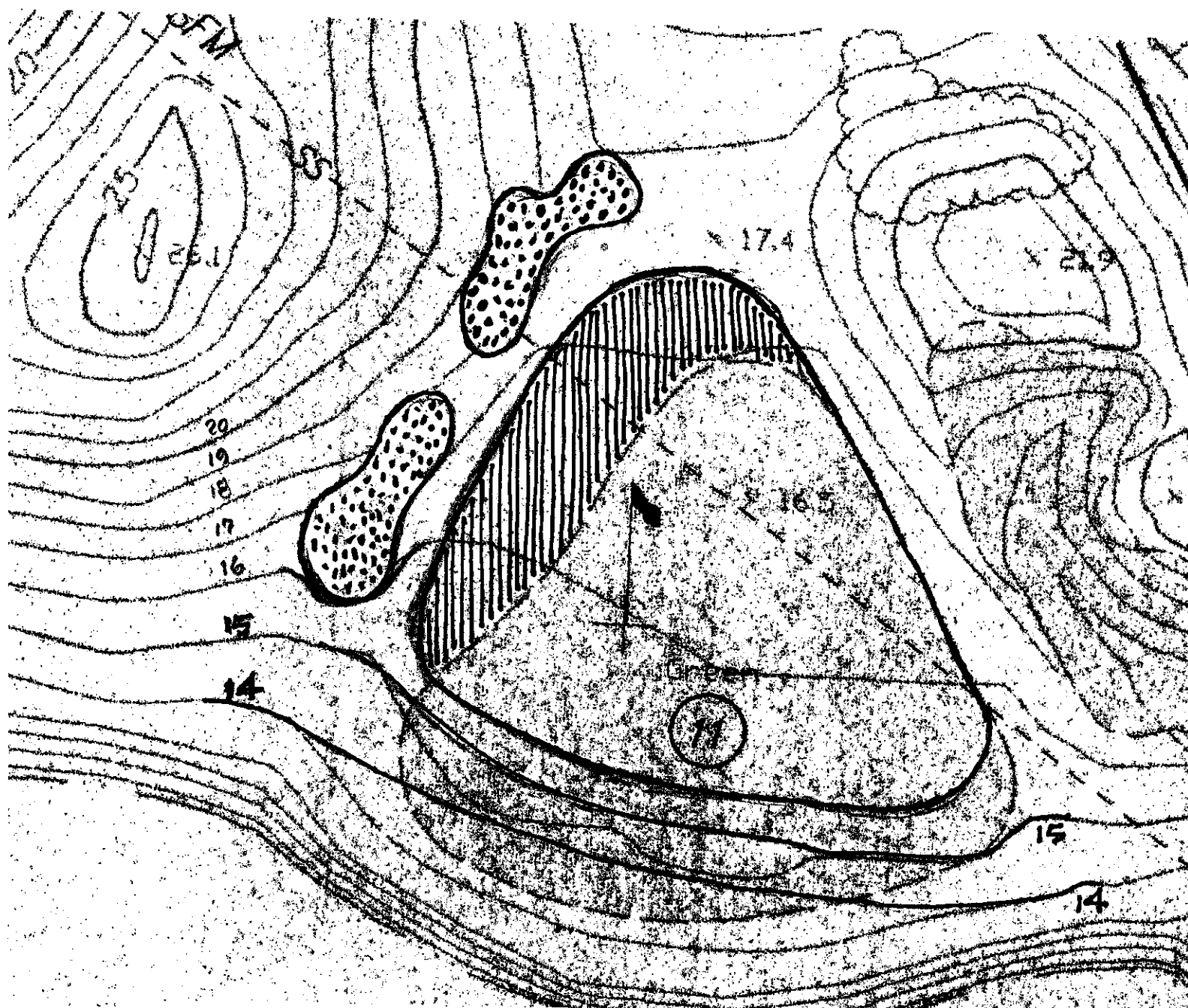
LEGEND

15 — REGRADING/GRADING

NEW GREEN AREA
(SOD)

NEW BUNKERS (2)

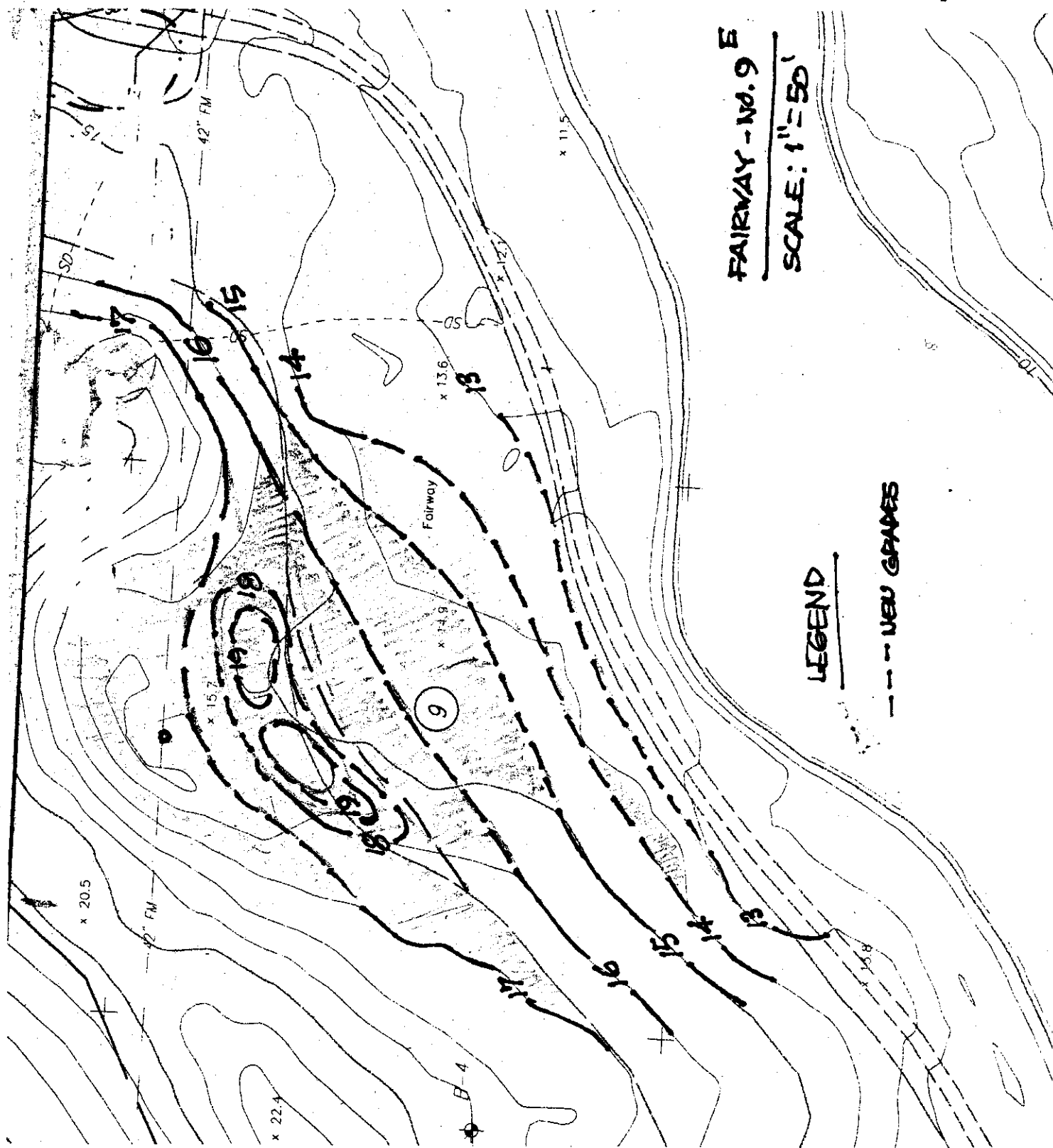
SCALE: 1" = 25'



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30



NEW GRAPES



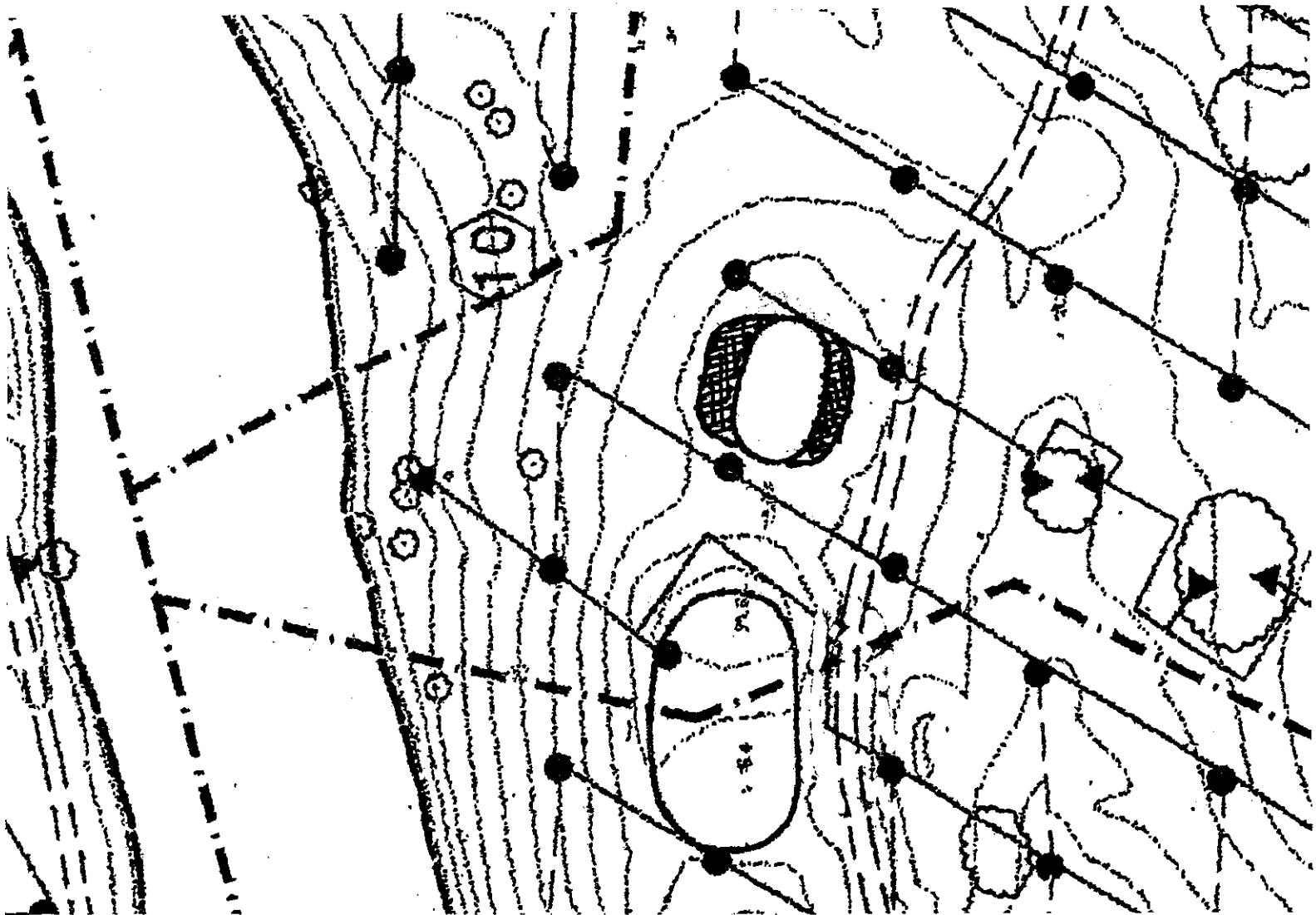
FAIRWAY - NO. 9 E
SCALE: 1" = 50'

LEGEND

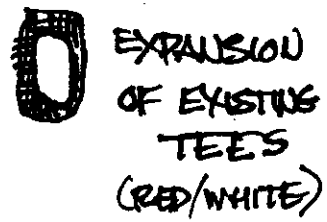
--- NEW GRADES

LEGEND

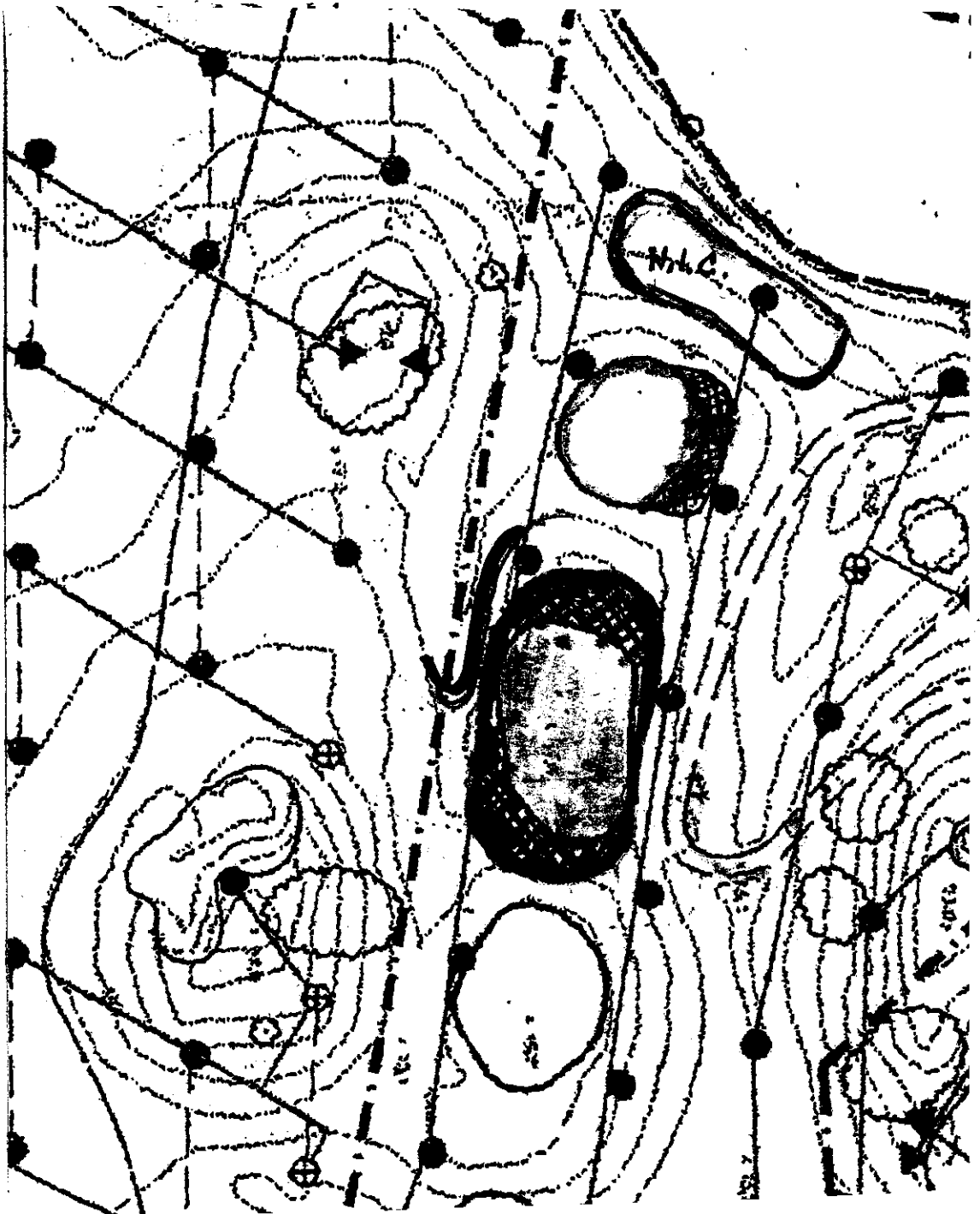
SCALE: 1" = 50'

EXPANSION OF
EXISTING TEE
(RED)

SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

SCALE: 1" = 50'

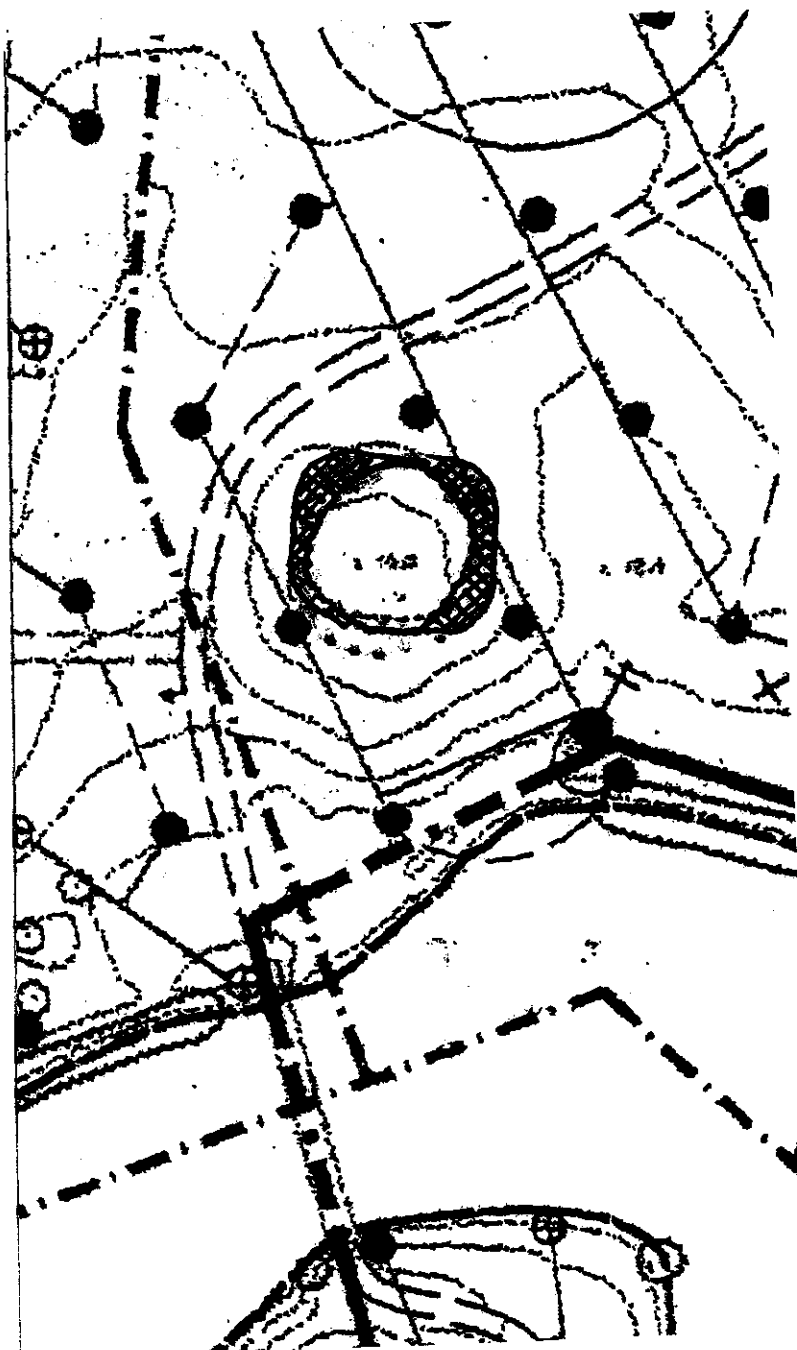


SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

SCALE: 1" = 50'

LEGEND

EXPANSION AND
LEVELING OF
EXISTING TEE
(RED)



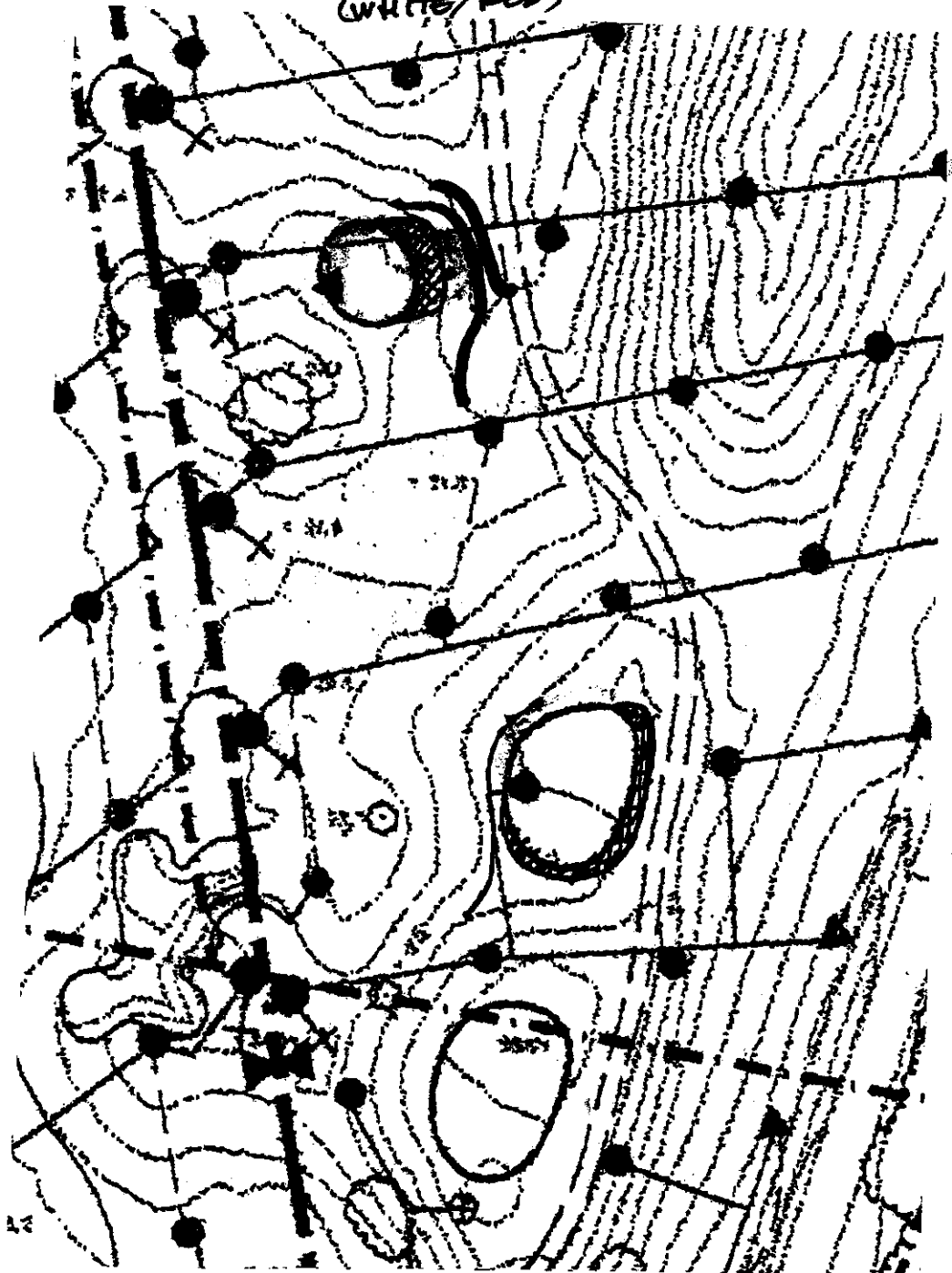
SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

SCALE: 1" = 50'

11


○ ADJACENT REGRADING
AND EXCAVATION AND
LEVELING OF EXISTING TEES
(WHITE/RED)



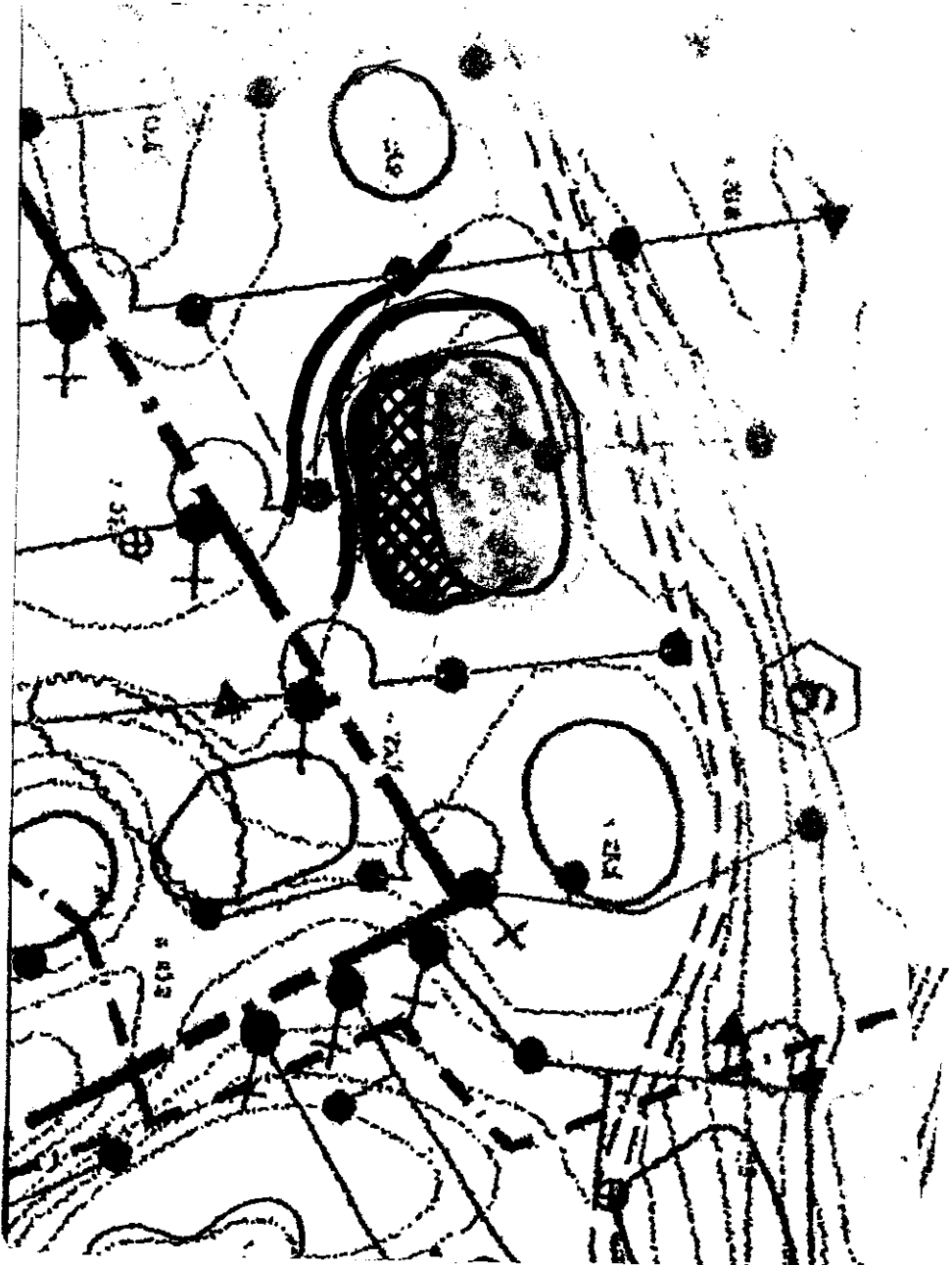
SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

SCALE: 1" = 50'

 ADJACENT REPAIRING
AND EXPANSION AND
LEVELING OF EXISTING
TEE (WHITE)

12



LEGEND

SCALE: 1" = 50'

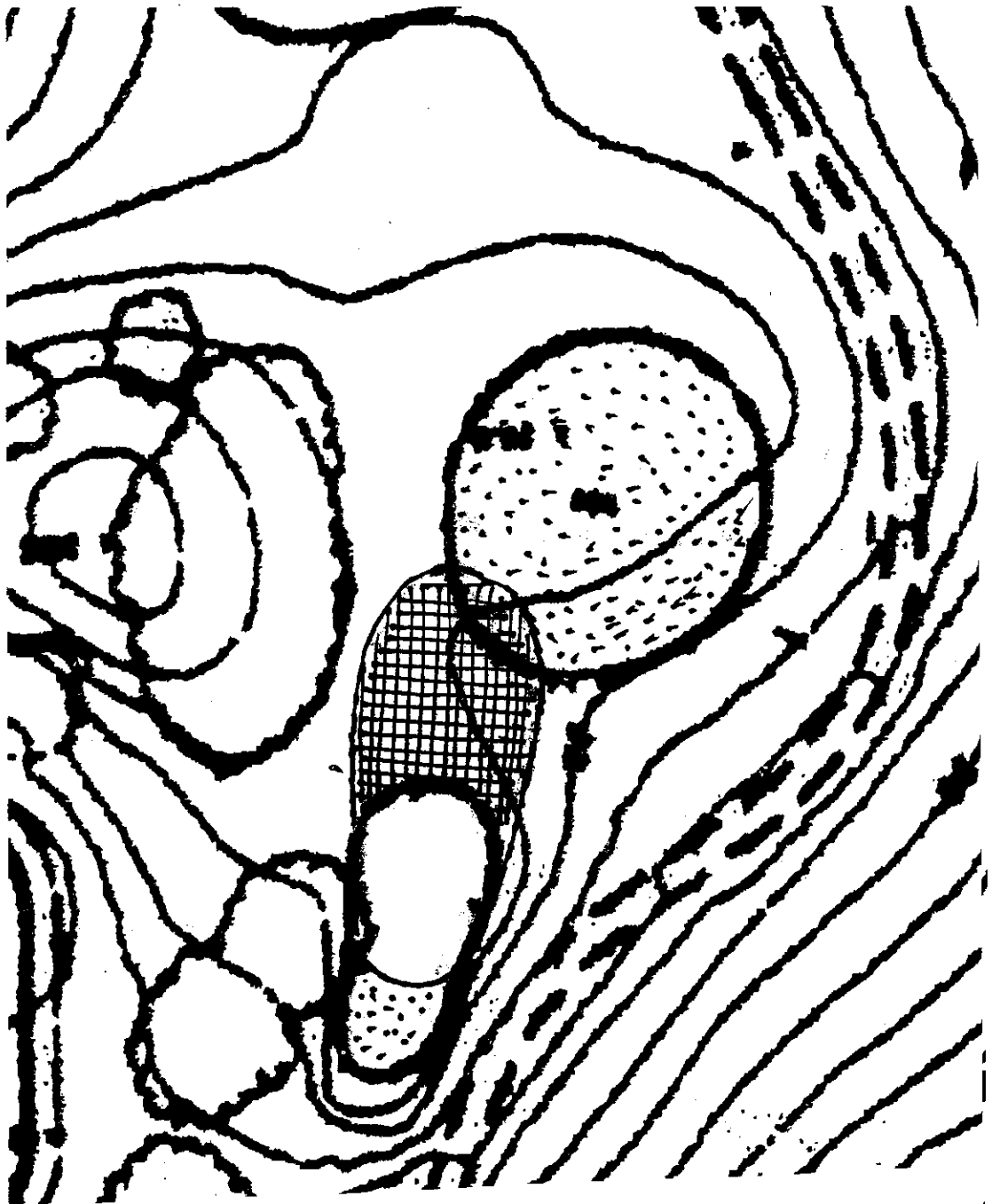
13



RECONSTRUCTION OF
WHITE (BLUE TEES -
EXPANSION OF BLUE TEE



AREAS OF WHITE AND
BLUE TEES TO BE
ABANDONED - EXISTING
SOD REUSED FOR
RECONSTRUCTION



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

14

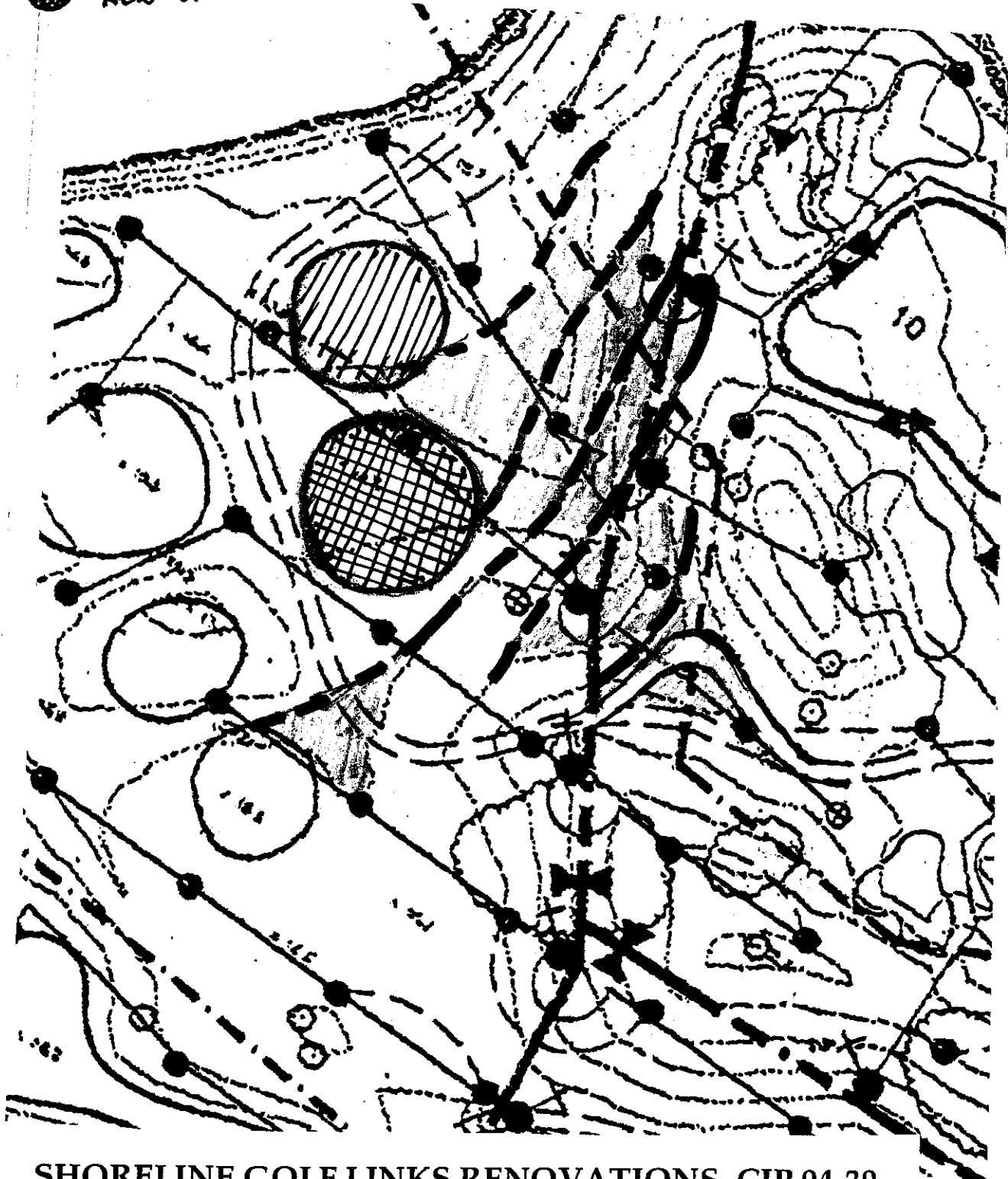
--- REGRADING AND DIRT IMPORT

^ BASE FOR CART PATH EXTENSION

⊘ NEW RED TEE

⊙ NEW WHITE TEE

SCALE: 1" = 50'



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

15

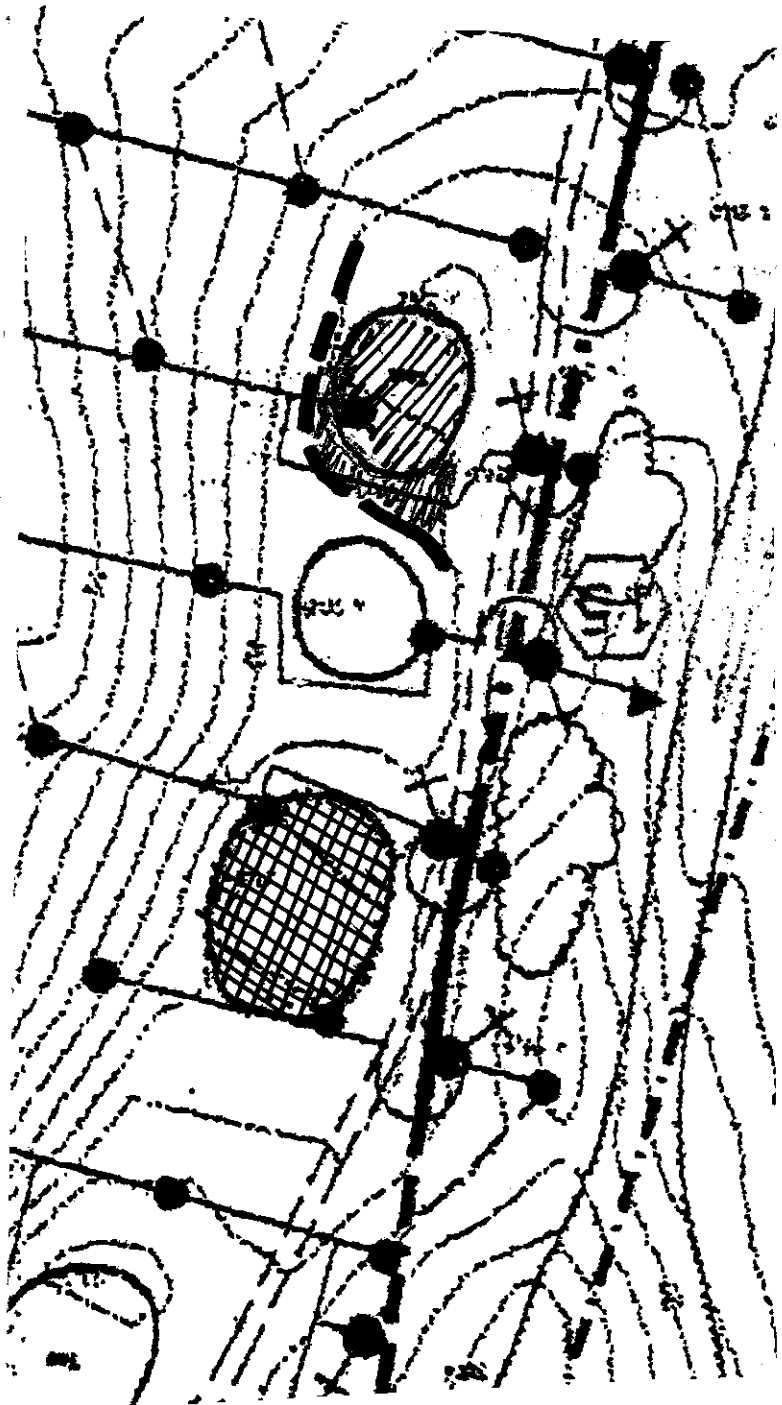


ADJACENT REGRADING
AND LEVELING OF
RED TEE



RE-LEVELING OF
WHITE TEE

SCALE: 1" = 50'



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

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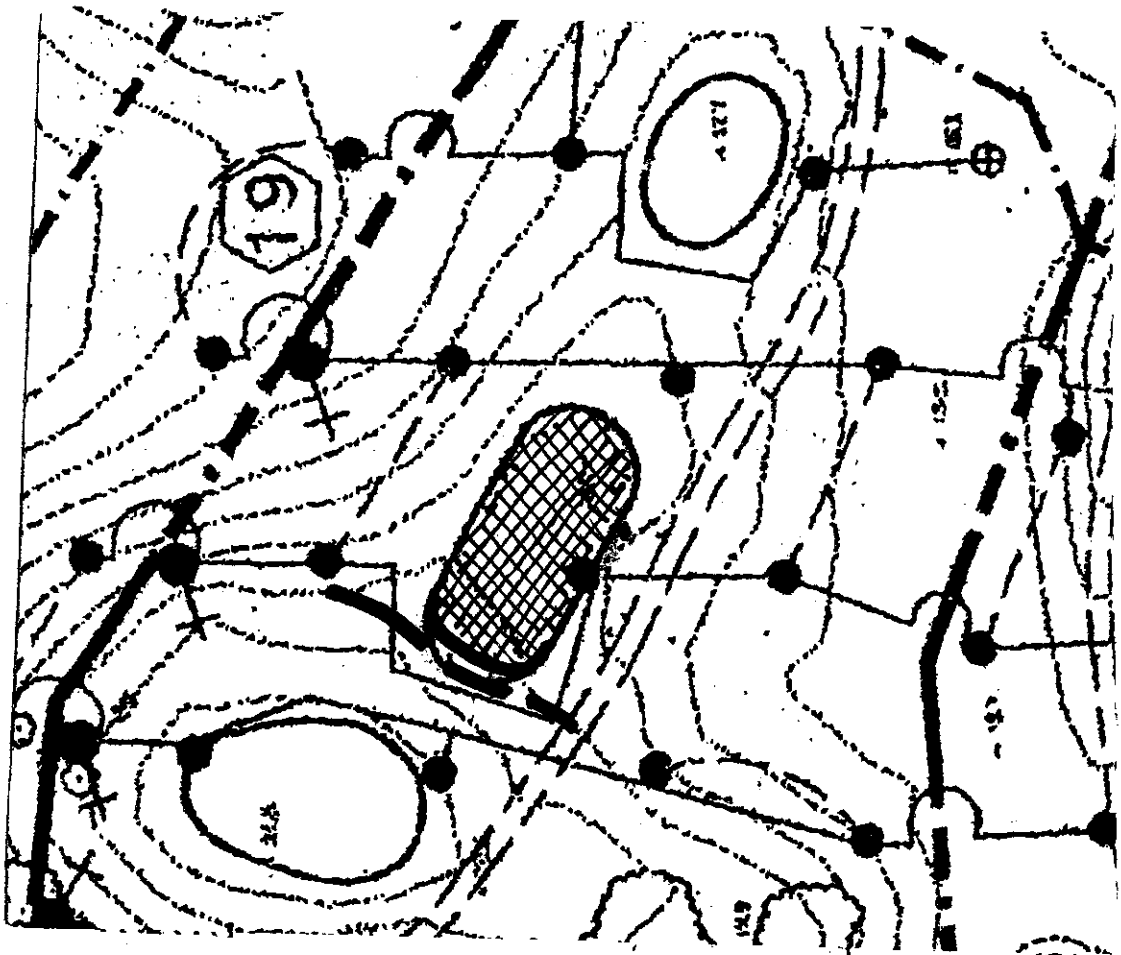
LEGEND

SCALE: 1" = 50'

16



ADJACENT REGRAIDING
AND LEVELING OF
WHITE TEE



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

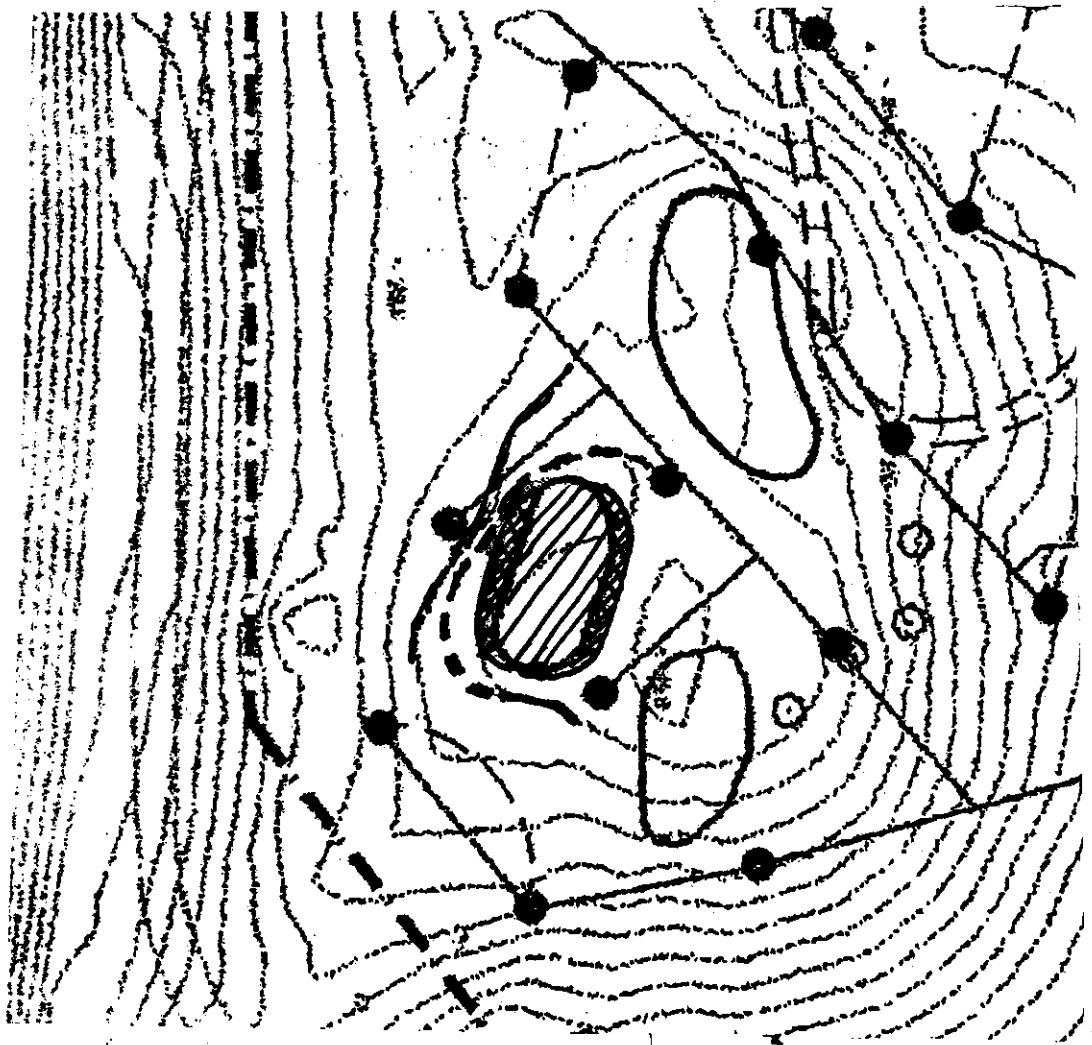
LEGEND

SCALE: 1" = 50'



ADJACENT REGRADING
AND LEVELING OF
BLUE TEE

17




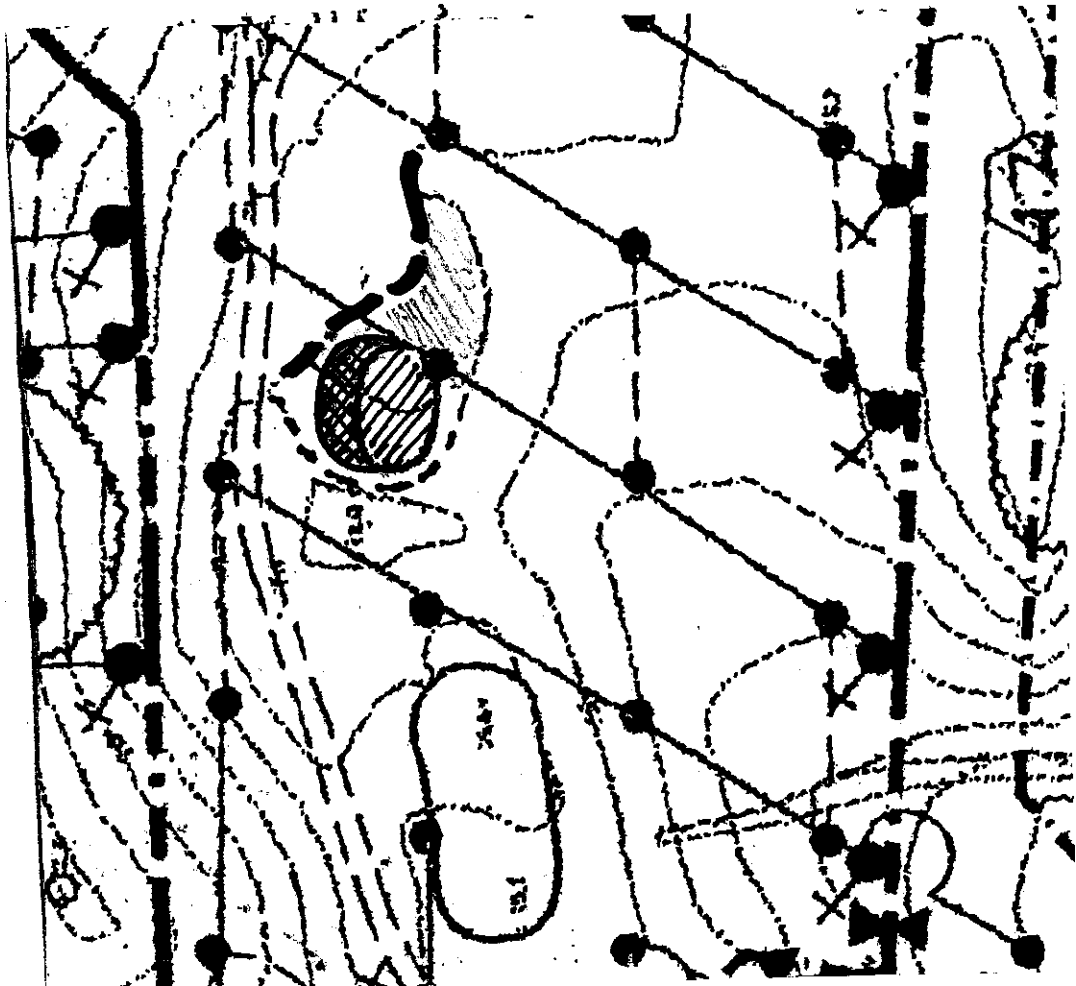
SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

SCALE: 1" = 50'

LEGEND

18

 ADJACENT REGRADING
AND EXPANSION AND
LEVELING OF RED TEE



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

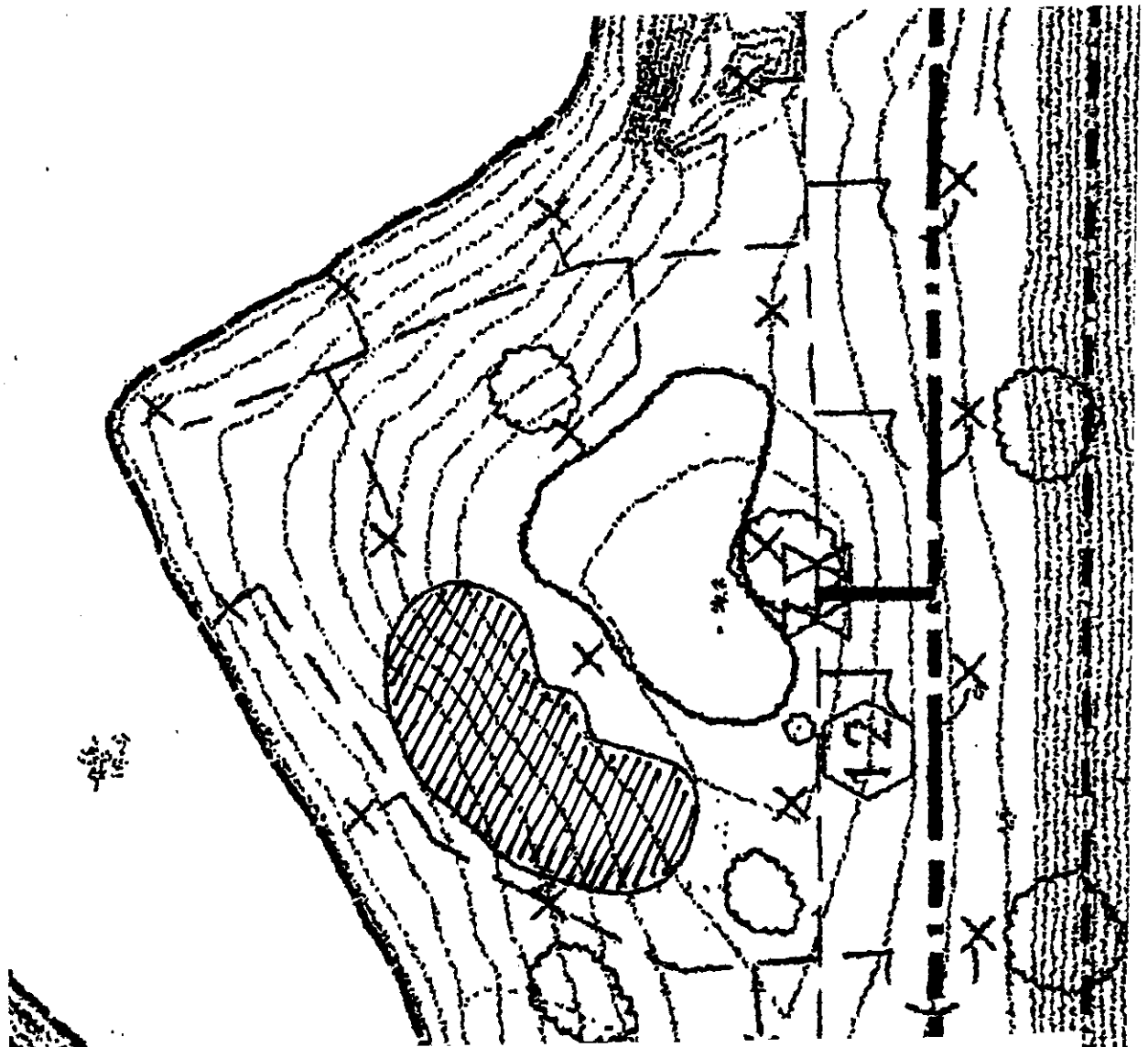
SCALE: 1" = 50'

LEGEND

19



REPLACEMENT OF BUNKER
SAND AND RENOVATION
OF PRACTICE BUNKER



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

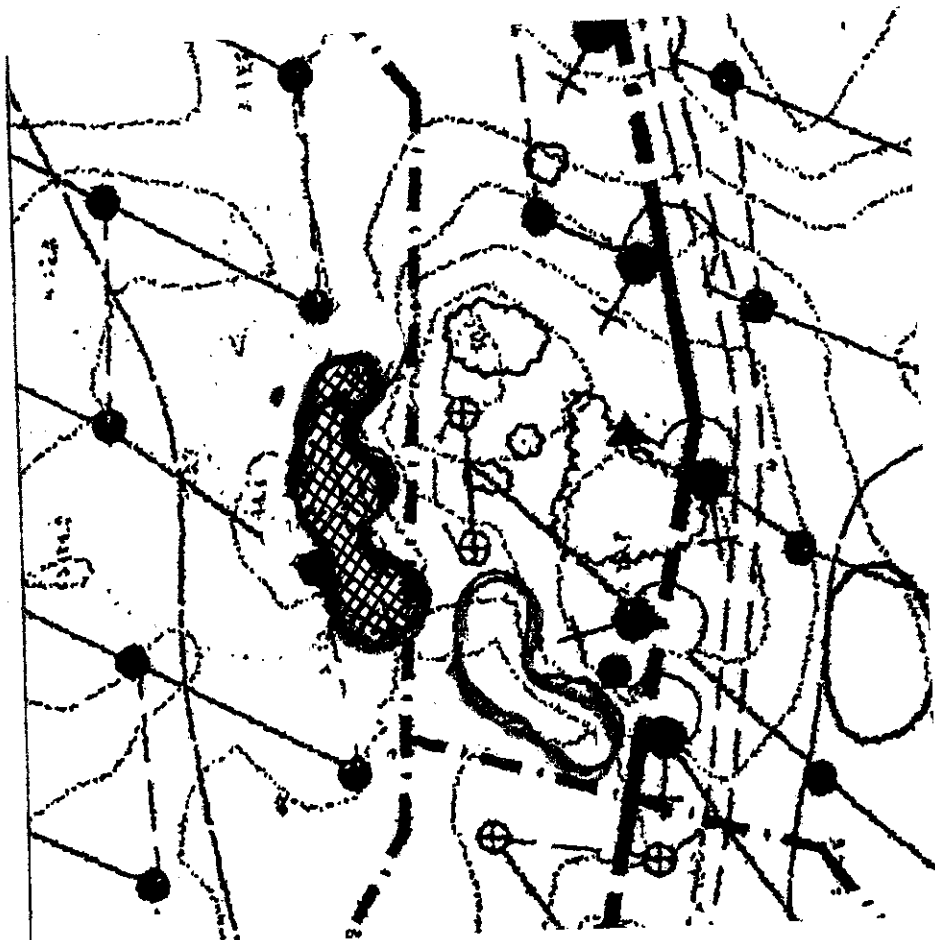
LEGEND

SCALE: 1" = 50'



REPLACEMENT OF BUNKER
SAND TO RENOVATE RIGHT
FAIRWAY BUNKER NO. 2

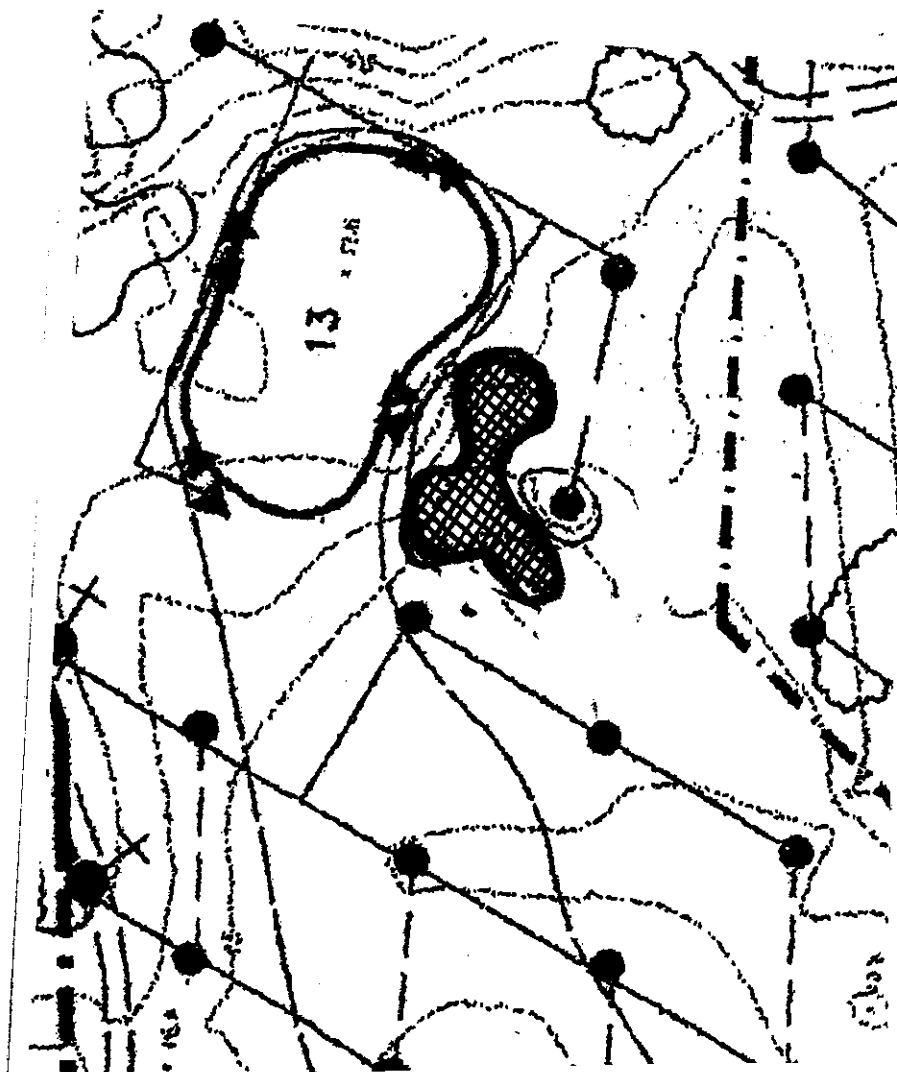
20



SCALE: 1"=50'

LEGEND

REPLACEMENT OF BUNKER
SAID AS RENOVATION OF
RIGHT GREENSIDE BUNKER



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

ADD ALTERNATE
(ITEMS 22-27)

LEGEND

SCALE: 1" = 100'

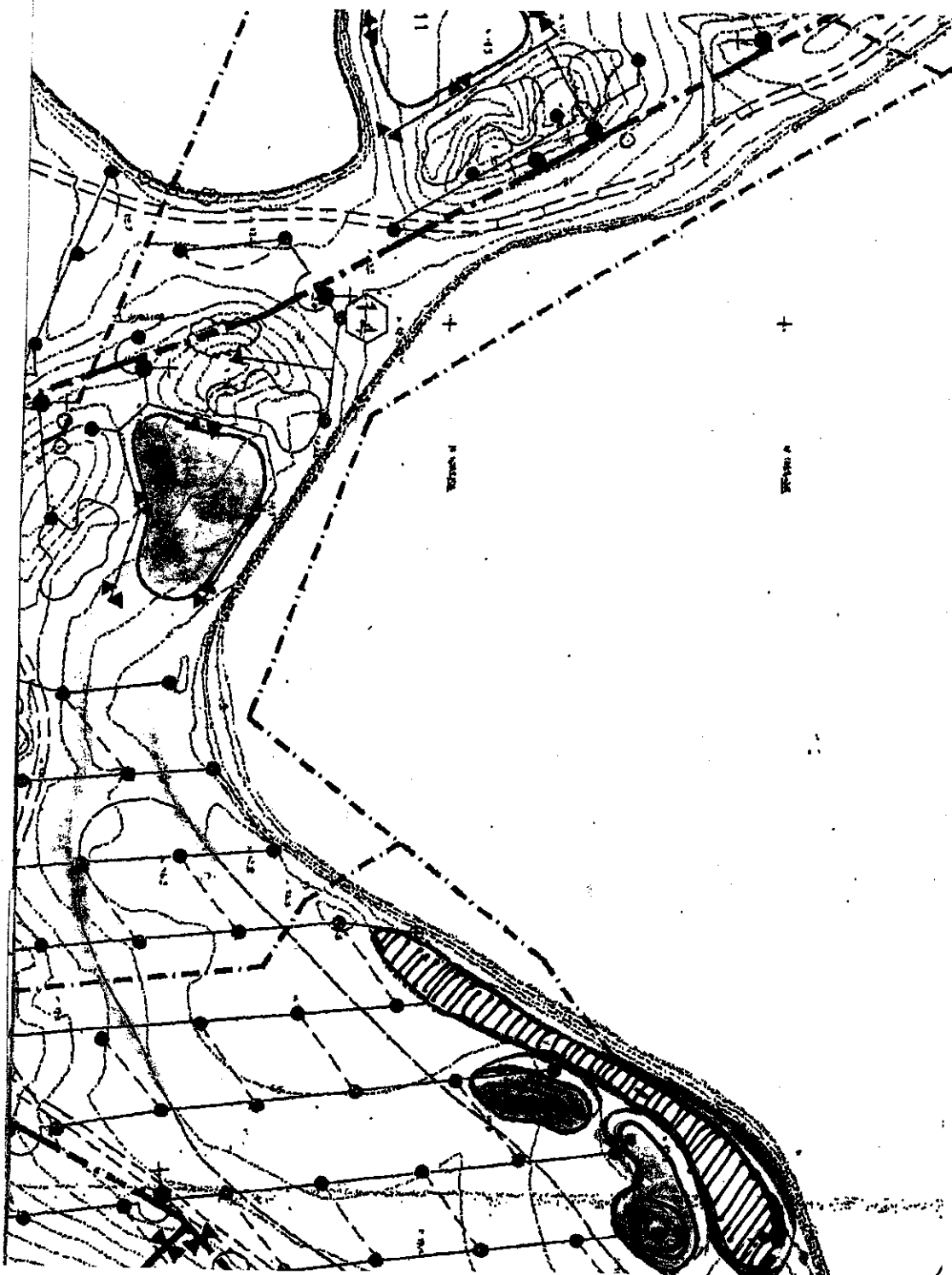
22



IMPORT OF DIRT FOR
MOUNDS



INSTALLATION OF
WASTE BUNKER



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

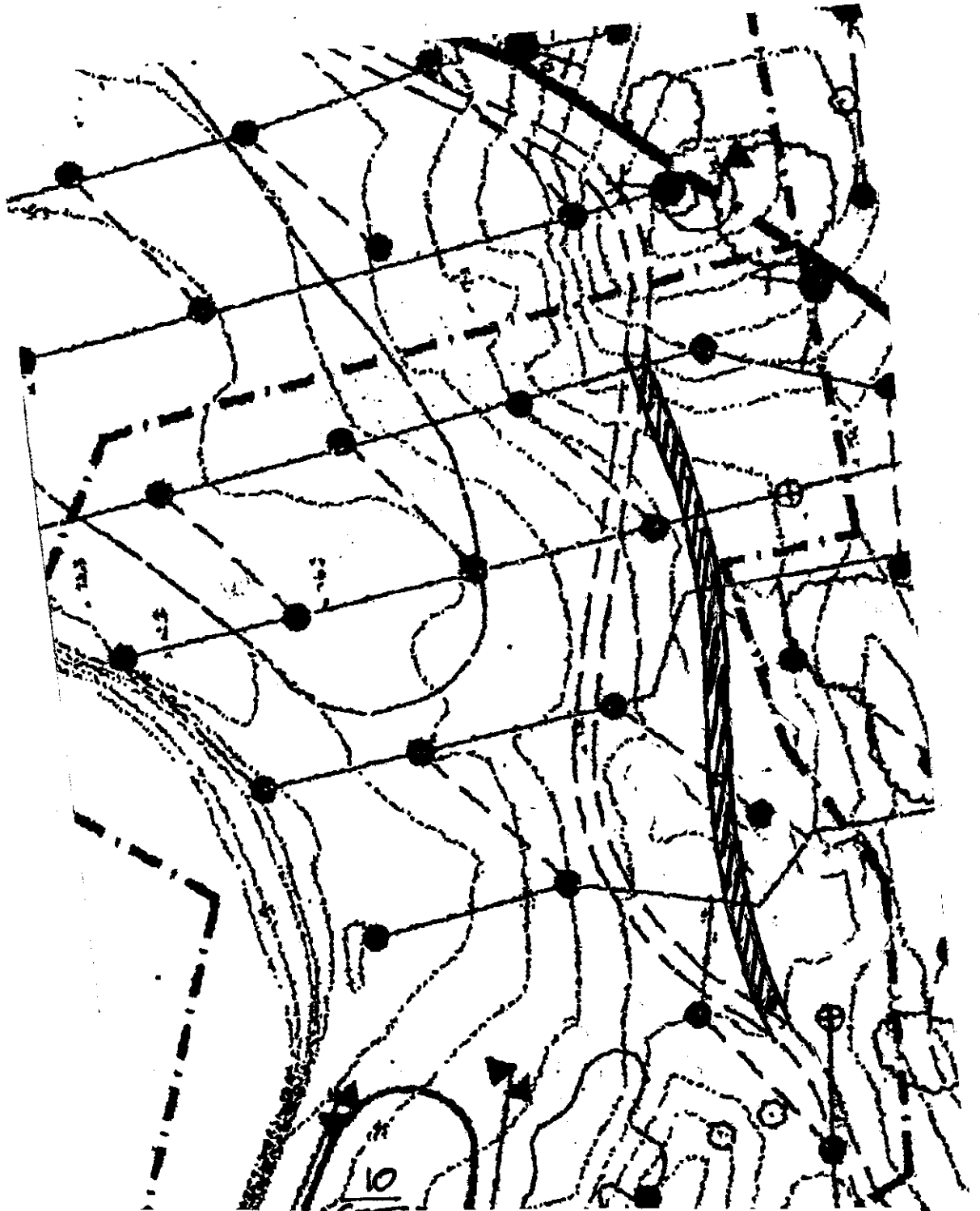
LEGEND



PROVIDE 7' WIDE BASE
FOR CART PATH
REALIGNMENT

SCALE: 1" = 50'

23



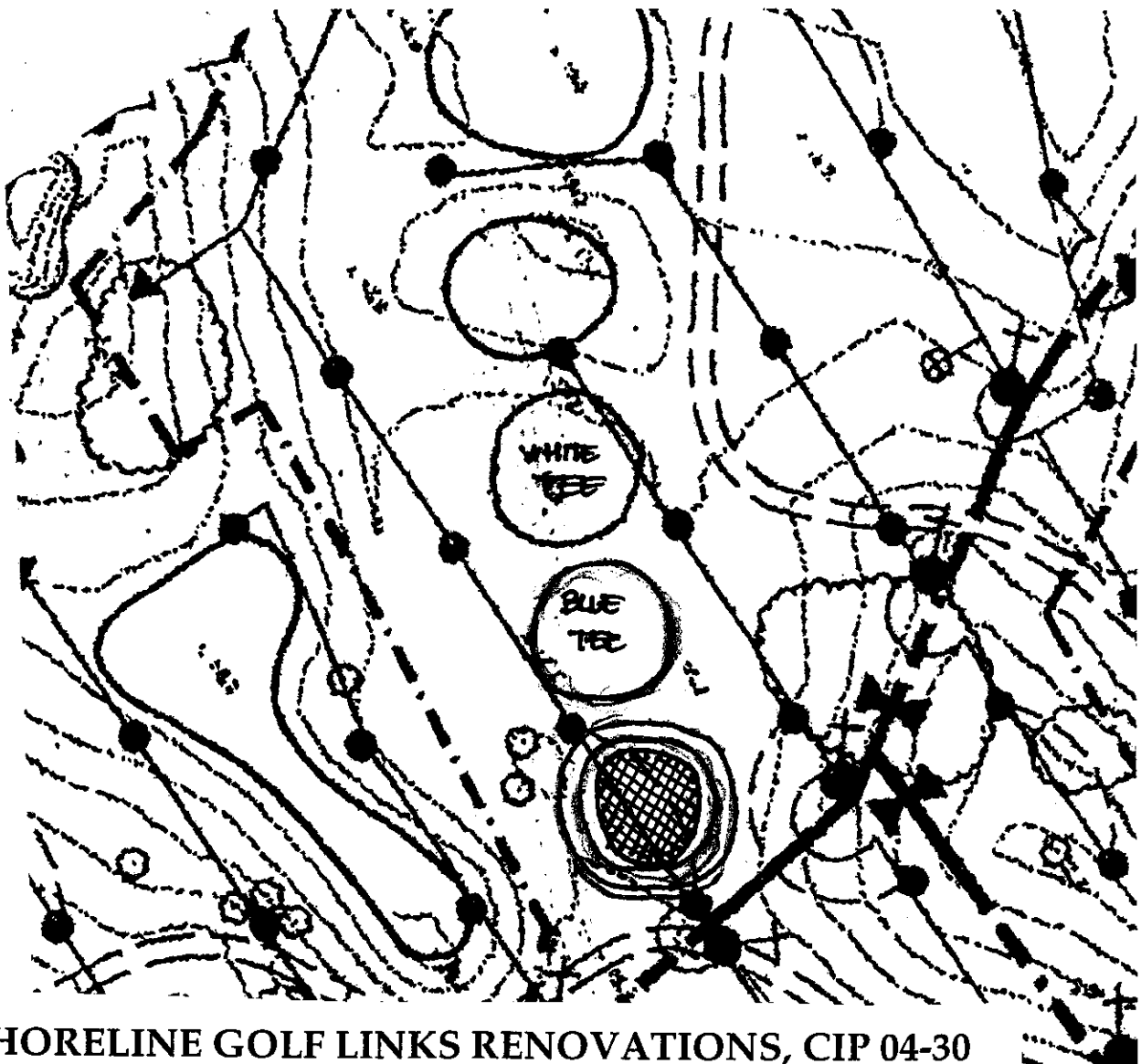
LEGEND

SCALE: 1"=50'

24



IMPORT DIRT AND
INSTALL NEW
BLACK-TEE



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

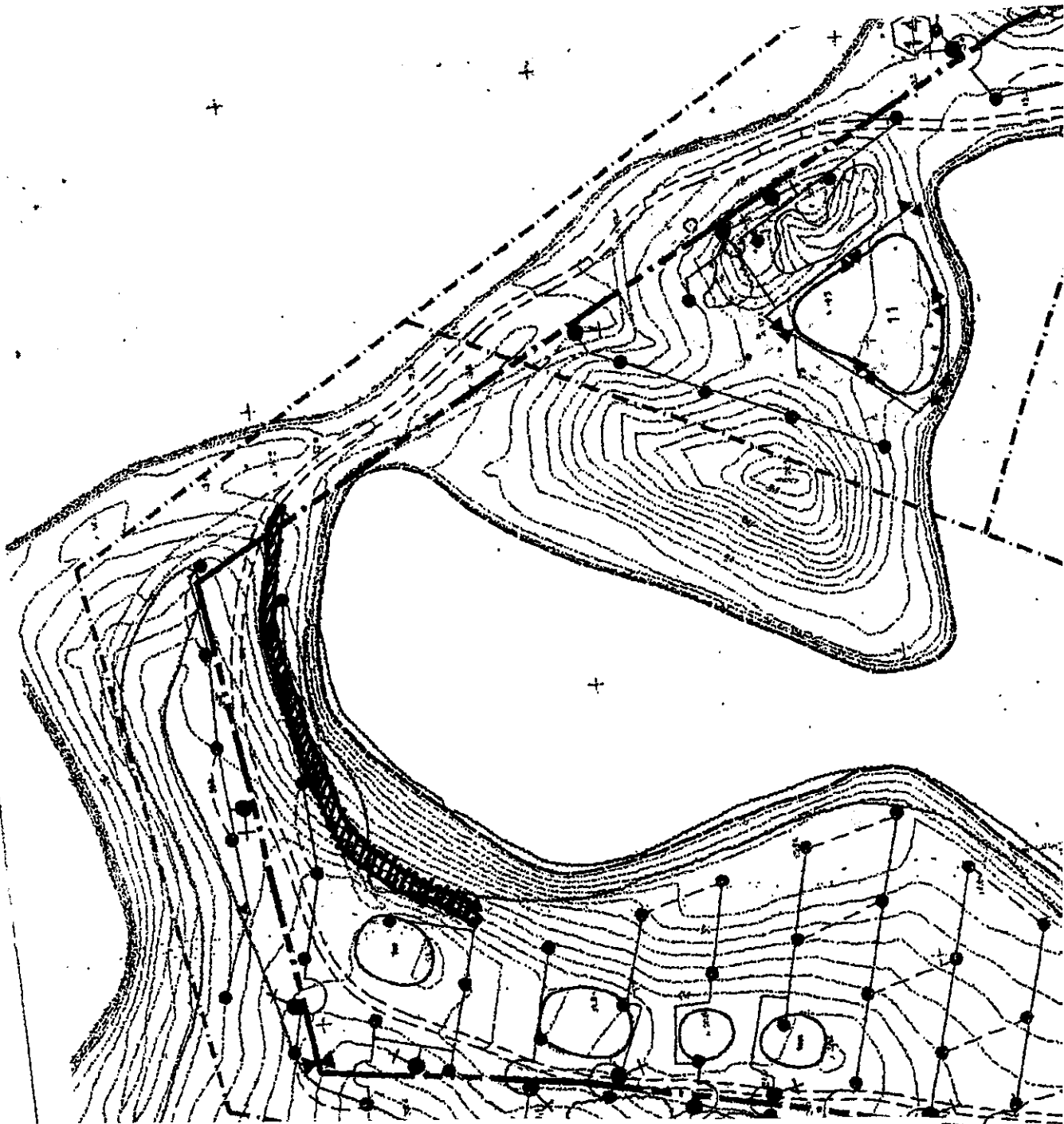
SCALE: 1" = 50'

LEGEND



IMPROVE WALKWAY / PATHWAY
WITH BASE MATERIAL (FINES)


25



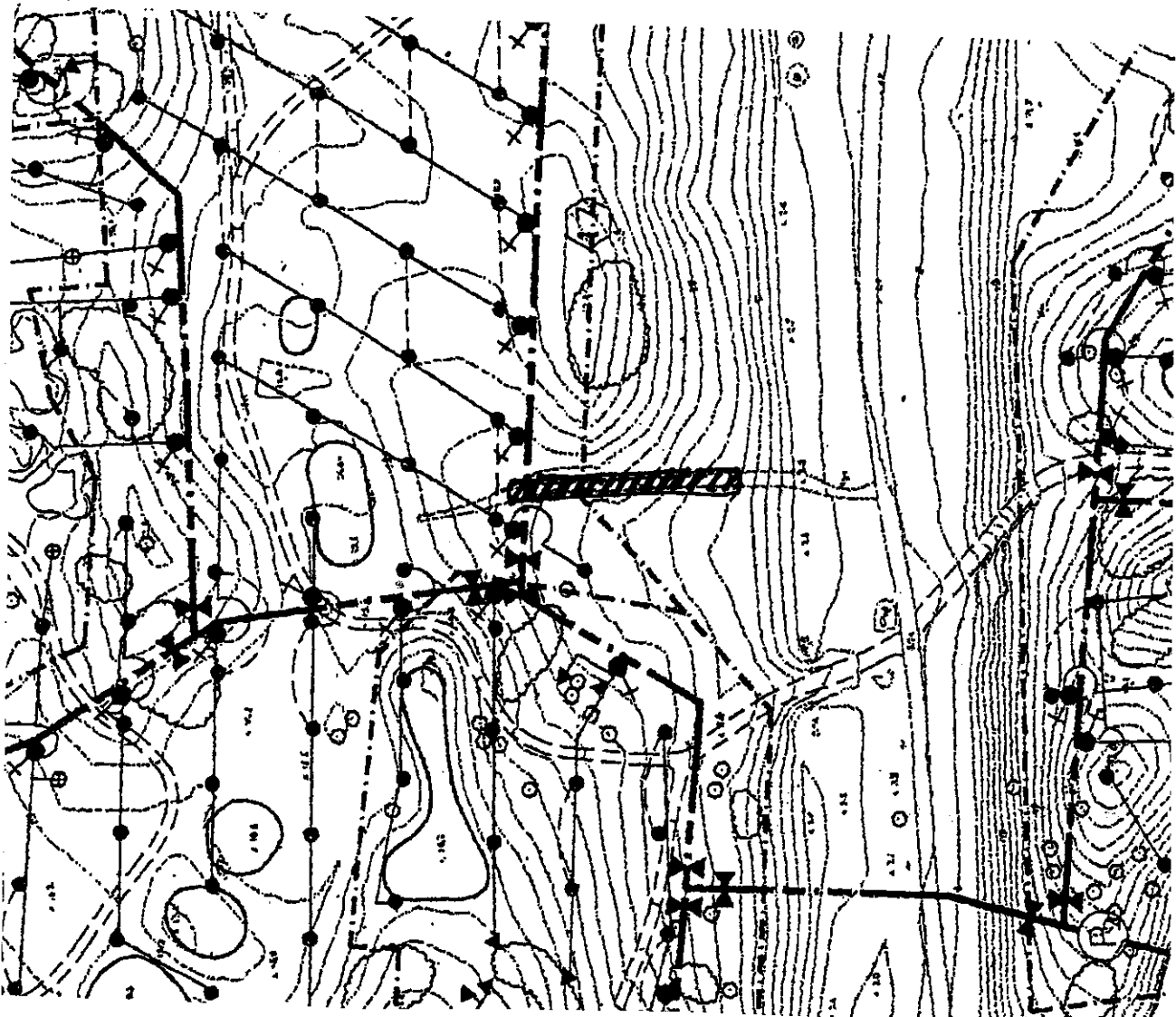
SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

LEGEND

SCALE: 1" = 50'

 IMPROVE WALKWAY / PATHWAY
WITH BASE MATERIAL (FINES)

26



SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

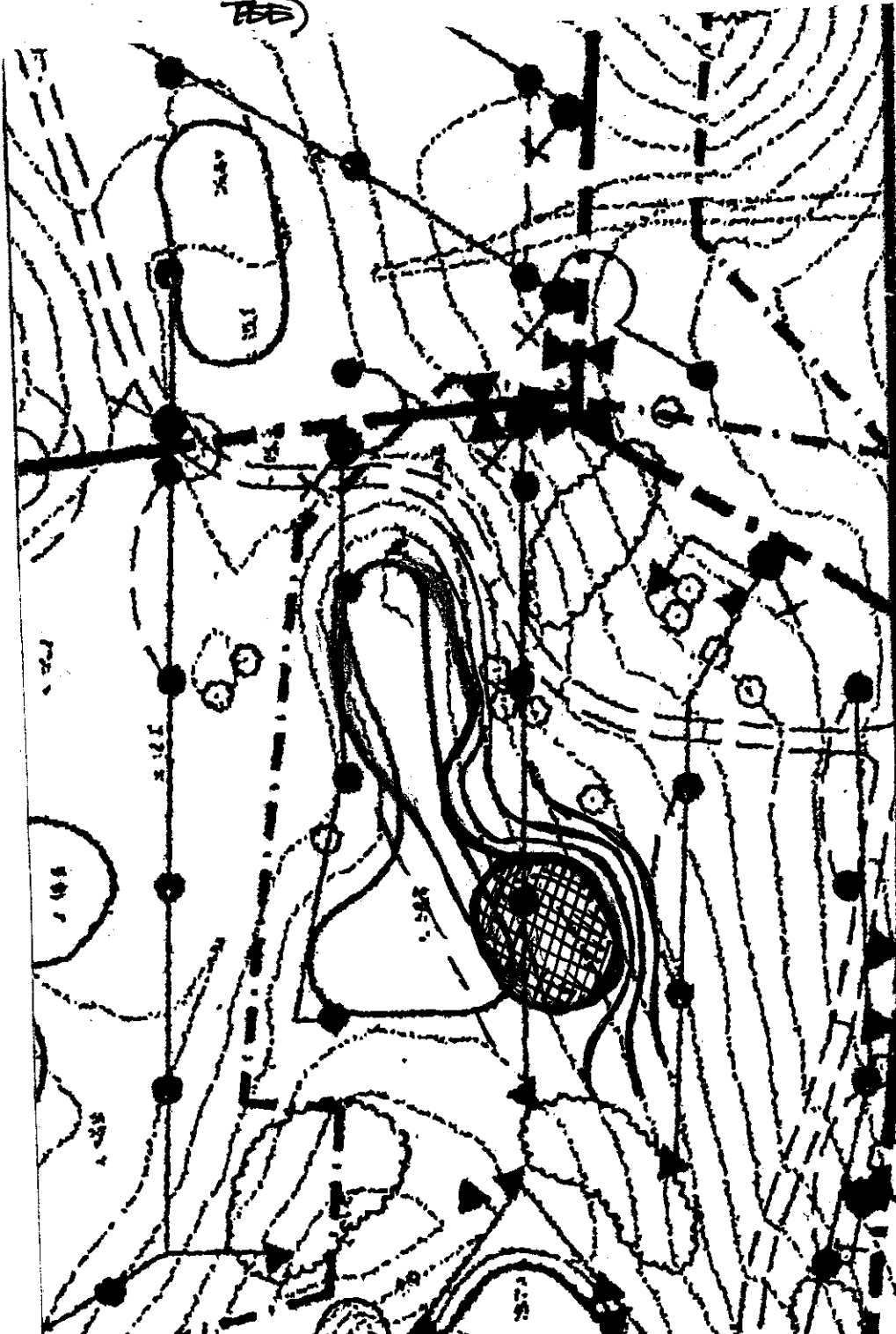
LEGEND

SCALE: 1" = 50'

27



ADJACENT REGRAVING AND
INSTALLATION OF NEW AND
ENLARGED ~~BLACK~~ TEE
(RECONFIGURATION OF BLUE
TEE)



the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **Prevailing Wages:**

☒ Required ☐ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.

Contractor's License No.: _____

Date of Expiration: _____

Type of License: _____

Description of License: _____

10. **Collusion and Financial Interest:** The Vendor certifies that Vendor has not directly or indirectly been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, as per Section 706 of the City of Mountain View Charter.
11. **Assignment:** Any purchase order issued as a result of this bid may not be assigned without written consent of the City.
12. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.
13. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.
14. **Nondiscrimination:** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
16. **Insurance:**
 - a. **Commercial General Liability/Automobile Liability Insurance:** The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

- b. Workers' Compensation Insurance: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.
- d. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.
- e. Other Insurance Provisions:
 - (1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.
 - (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
 - (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
 - (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
- 17. Hold Harmless: The Vendor hereby agrees to and shall indemnify, defend and hold the City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by the Vendor or the Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. The City shall cooperate reasonably in the defense of any action, and the Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

18. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

☐ Yes ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

19. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name

Street Address of Company

Signature of Officer

City, State, Zip

Printed Name of Officer

Telephone No./Fax No.

Title of Officer

Federal I.D. Tax Number

AS-6^ (Rev. 12/30/02)

BID FORM

SHORELINE GOLF LINKS RENOVATIONS, CIP 04-30

Vendor/Contractor hereby proposes to furnish all labor, equipment and materials and supervision necessary for renovation work at Shoreline Golf Links at the fixed unit prices set forth herein for each bid item. The scope of the work is defined in the specifications and in the drawings for the project.

BASE BID

<u>BASE BID ITEMS –RENOVATIONS</u>	<u>FIXED PRICE</u>
(1) <u>Hole Number One (Renovation of Green)</u>	_____
(2) <u>Hole Number Two (Renovation of Green)</u>	_____
(3) <u>Hole Number Three (Renovation of Green)</u>	_____
(4) <u>Hole Number Four (Renovation of Green)</u>	_____
(5) <u>Hole Number Nine (Renovation of Green)</u>	_____
(6) <u>Hole Number Eleven (Renovation of Green)</u>	_____
(7) <u>Hole Number Nine (Renovation of Fairway)</u>	_____
(8) <u>Hole Number One (Renovation of Red Tee):</u>	_____
(9) <u>Hole Number Four (Expansion of Red/White Tees)</u>	_____
(10) <u>Hole Number Five (Renovation of Red Tee)</u>	_____
(11) <u>Hole Number Seven (Renovation Red/White Tees)</u>	_____
(12) <u>Hole Number Eight (Expansion of White Tee)</u>	_____
(13) <u>Hole Number Nine (Reconstruction of White/Blue Tees)</u>	_____
(14) <u>Hole Number Eleven (Expanded Red/White Tee Areas)</u>	_____
(15) <u>Hole Number Twelve (Renovation of Red/White Tees)</u>	_____
(16) <u>Hole Number Thirteen (Releveling White Tee)</u>	_____
(17) <u>Hole Number Sixteen (Renovation of Blue Tee)</u>	_____

BASE BID ITEMS –RENOVATIONS

FIXED PRICE

- | | | |
|------|--|-------|
| (18) | <u>Eighteen (Renovation of Red Tee)</u> | _____ |
| (19) | <u>Practice Bunker Renovation</u> | _____ |
| (20) | <u>Renovation of Right Fairway Bunker on Hole No. 13</u> | _____ |
| (21) | <u>Renovation of Right Greenside Bunker on Hole No. 13</u> | _____ |

TOTAL- BASE BID ITEMS

ADD ALTERNATE ITEMS - RENOVATIONS

- | | | |
|------|---|-------|
| (22) | <u>Hole Number Ten (Mounds/Waste Bunker on Right Side)</u> | _____ |
| (23) | <u>Hole Number Ten (Provide Base for Cart Path Realignment)</u> | _____ |
| (24) | <u>Hole Number Eleven (Relocate Black Tee)</u> | _____ |
| (25) | <u>Hole Nos. 11 and 12 (Improve Walkway/Pathway)</u> | _____ |
| (26) | <u>Hole Nos. 17 and 18 (Improve Walkway/Pathway)</u> | _____ |
| (27) | <u>Hole No. 18 (Regrade and Renovate Black Tee)</u> | _____ |

TOTAL – ADD ALTERNATE ITEMS